

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

DOROTHY FLOWERS, *et al.*,
Individually and on behalf of
all persons similarly situated,

Plaintiffs,

v.

Civil Action No. 3:19cv241

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY,**

Defendant.

**PRELIMINARY ORDER FOR
CLASS CERTIFICATION AND SETTLEMENT**

This case is presently before the Court on the joint motion (the “Motion”) of Plaintiffs Dorothy Flowers, Natalie Brown, Natasha Brown, Curley Dickens, and Velda Crockett (collectively, “Plaintiffs”), individually and on behalf of a class of persons (the “Settlement Class”), and Defendant Hopewell Redevelopment and Housing Authority (“HRHA”), for preliminary certification of a settlement class and preliminary approval of a settlement reached between the Parties. Having considered the Motion, the supporting memorandum and declarations, the terms of the Settlement Agreement dated September 17, 2020, (the “Settlement Agreement”), and the arguments presented to the Court,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court preliminarily finds, for settlement purposes only, that the prerequisites to class certification have been met as to the “Settlement Class” defined below, in that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact

common to the Settlement Class; (c) the claims of the named Plaintiffs are typical of the claims of the Settlement Class; (d) the named Plaintiffs will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members; and, (f) a class action is superior to other available methods for fair and efficient adjudication of the controversy. Accordingly, the Court GRANTS the Motion for preliminary certification, and provisionally approves, for settlement purposes only, the following Settlement Class:

All current and former tenants of one or more of the five public housing developments owned and operated by the Hopewell Redevelopment and Housing Authority: Davisville; Edward Bland Court; Thomas Rolfe Court; Thomas Rolfe Court Extension; and, Piper Square, and who made payments, or otherwise were subject to HRHA's rates and procedures regarding utility allowances between June 1, 2014, and September 30, 2018.

2. The Court also preliminarily finds the terms of the Settlement Agreement: (a) fair, reasonable, and adequate in light of the relevant factual, legal, practical, and procedural considerations of the action; (b) free of collusion to the detriment of members of the Settlement Class; and, (c) within the range of possible final judicial approval, subject to further consideration at the Fairness Hearing described in Paragraphs 42 through 45 of this Order. Accordingly, the Court GRANTS the joint motion for preliminary approval of the Settlement Agreement.

3. The Court preliminarily appoints Plaintiffs Dorothy Flowers, Natalie Brown, Natasha Brown, Curley Dickens, and Velda Crockett as Class Representatives for the Settlement Class.

4. The Court conditionally appoints the following law firms and attorneys as Class Counsel for the Settlement Class:

Brenda Castañeda,
VSB # 72809
Email: brenda@justice4all.org

Mary DeVries,
VSB # 88186
Email: maryd@justice4all.org

Sylvia Cosby Jones,
VSB # 35870
Email: sylvia@justice4all.org

Caroline Klosko,
VSB # 78699
Email: carrie@justice4all.org

Rachel C. McFarland,
VSB # 89391
Email: rmcfarland@justice4all.org

LEGAL AID JUSTICE CENTER
626 East Broad Street, Suite 200
Richmond, VA 23219
(804) 643-1086
(804) 643-2059 Facsimile

Larry F. Eisenstat, *pro hac vice*
Leisenstat@crowell.com
Crowell & Moring LLP
1001 Pennsylvania Ave NW
Washington DC 20004
(202) 624-2600
(202) 628-5116 Facsimile

5. If, for any reason, the Settlement is not finally approved or does not become effective, this provisional approval and class certification Order shall be null and void, and shall not be used or referred to for any purpose in this action or any other action or proceeding.

Non-Monetary Relief for Tenants

6. If no appeal is filed from a final order in this case, then thirty days after entry of a final judgment approving this class settlement, the terms of this relief shall take effect.

7. HRHA shall continue to only apply late fees to rent, use a software module to print notice letters that provide tenants with specific grounds for utility surcharges, implement procedures to ensure residents receive timely notice of surcharges, designate an employee to adjudicate tenant utility surcharge relief requests, use Admissions and Continued Occupancy Policy (“ACOP”) terms to prevent discrimination against disabled tenants, and ensure its lease clarifies issues related to gas and electric utilities.

8. Effective January 1, 2019, HRHA’s new gas and electricity allowances shall continue to be based primarily on HUD’s regulations regarding such allowances, currently a historical data consumption study from Management Resource Group (“MRG”) completed September 1, 2017, and adopted on August 13, 2018, by the HRHA Board of Commissioners (the “New Allowances”). Exhibit 1 presents a copy of the New Allowances.¹ (Proposed Prelim. Order Class Certification Settlement Ex. 1 “Notice of Utility Allowance Changes,” ECF No. 25-1.)

9. Effective July 10, 2018, HRHA shall continue to include in its tenant lease agreement: (1) a tenant-lessee’s specific utility consumption allowances; (2) provisions that state (upon initial execution by tenant or tenant’s renewal of such agreement) accurate information regarding each tenant-lessee of the manner in which each will be charged for excess gas and electric utility consumption; (3) provisions that state that late charges and other non-rent charges will not be

¹ The Court employs the exhibit number assigned by the CM/ECF docketing system for citations to the Parties’ attachments.

treated as rent and that failure to pay such charges will not permit HRHA to terminate a delinquent tenant's lease for lack of payment; and, (4) provisions that state the administrative procedure for tenants to contest utility surcharges.

a. HRHA shall continue to notify each tenant of their right to request relief from the imposition of utility surcharges upon implementation of the Settlement Agreement and upon each tenant's admission into the public housing program. This notification shall be in writing and shall state that any tenant has the right to challenge the denial of any request for relief in accordance with HRHA's grievance procedure.

b. HRHA shall continue to notify tenants about the relief procedures and the staff person to be contacted in connection with a grievance by including the information in the ACOP and by providing such information upon each lease reading or renewal.

10. Effective July 10, 2018, HRHA's ACOP shall continue to comply with federal regulations, particularly regarding the definition of rent, maximum allowable charges, the conditions and procedures for relief from excess utility charges, and the notices to be provided to tenants with a disability or special needs.

11. HRHA shall continue to use a utility bill format with content so as to state the dates and readings of the submeters at the beginning and the end of the period for which the bill is rendered, the amount of the tenant's kilowatt-hour allowance, the amount of their consumption, the amount of any overage, and any surcharge rendered in the form set forth in Exhibit 2. (Proposed Prelim. Order Class Certification Settlement Ex. 2 "Excess Utility Charges Form," ECF No. 25-2.)

12. HRHA shall comply with Virginia Code §§ 55.1-1212(D),² 56-245.1, and 56-245.3, as well as Va. Admin. Code §§ 20VAC5-305-40, 20VAC5-305-60, 20VAC5-305-70, and 20VAC-305.90.

13. HRHA shall continue to train its Maintenance Technicians, Housing Managers, and all other staff involved in determining excess utility consumption on meter reading and quality control measures in accordance with the following:

- a. Maintenance Technicians shall continue to compare current information on each meter against the prior month's reading from that meter and to inform the applicable Housing Manager and tenant for that dwelling of any abnormal variance in the reading.
- b. Housing Managers shall continue to enter meter usage data collected by Maintenance Technicians into HRHA's utility usage and billing management system and shall compare usage data each month to the prior month and to the applicable utility allowances for each and every unit under their charge to identify readings where usage exceeds the applicable allowances. Housing Managers shall continue to audit all readings and specifically attempt to reconcile any instance of excess usage by ascertaining whether it is due to use of medical equipment, unusual weather, anomalous meter readings, etc., and shall certify that audit by their signature before any excess utility surcharge is billed.

² These sections are cited in the Settlement Agreement as Virginia Code §§ 55-226.2(D), however, that section of the code has since been recodified.

- c. If an audit reveals that a meter reading was likely erroneous, Housing Managers shall continue to: (1) notify the tenant and shall audit any excess utility payment that occurred in any month subsequent to the last month when such meter was certified to be functioning properly and on the basis of which a utility bill had been issued in order to determine if a tenant may have been wrongfully charged for excess utility usage for any such previous month(s); and, (2) as soon as reasonably practicable, shall fully reimburse the tenant for any surcharge the tenant paid for such month's utility usage, or if the charge was not fully paid, shall credit the tenant's account retroactively for any amount wrongfully billed.
- d. Bills shall continue to be calculated and rendered within fifteen (15) days after receipt of the master meter utility bill. Under no circumstances, however, shall the bill be sent to the tenant later than fourteen (14) days before the payment due date. Along with their bills, tenants incurring any excess utility charge shall receive an "Excess Utility Letter" notifying them of the amount of any surcharges due to usage in excess of their monthly allowances. Notwithstanding the foregoing due dates, surcharges shall not be due and collectible until two (2) weeks after HRHA gives written notice of the charges. Such notice constitutes a notice of adverse action and must meet the requirements governing a notice of adverse action in accordance with 24 C.F.R. § 966.4(e)(8).
- e. HRHA may modify and update the procedures outlined in sections (a)–(d) (above) or incorporate new technology into the tenant billing process to improve data collection efficiency and/or quality as permitted under governing regulations.

- f. To ensure that HUD regulations and the procedures described in the preceding paragraphs are followed, HRHA staff shall continue to be trained regarding state law, HUD utility billing regulations, the established and/or agreed upon procedures for addressing tenant requests for relief from utility billing, and the grievance procedure for tenants to contest charges believed to have been improperly billed. HRHA shall continue to follow the staff training plan and agenda set forth in Exhibit 3 hereto. (Proposed Prelim. Order Class Certification Settlement Ex. 3 “HRHA Staff Training Plan/Procedure,” ECF No. 25-3.)

Monetary Relief for Current and Former Tenants

14. If no appeal is filed from a final order in this case, then forty-five (45) days after entry of a final judgment approving this class settlement, the terms of this monetary relief shall take effect.

15. The Class shall receive a gross recovery of TWO-HUNDRED TWENTY THOUSAND DOLLARS (\$220,000.00) to be distributed to current and former tenants as follows:

- a. \$135,000.00 in cash payable to the Class Members immediately (“cash portion”).
- b. \$85,000.00 in tenant account credits to be applied to the accounts of Class Members who are current tenants immediately for use against future rent charges until such credits are exhausted (“account credits”).

16. Each Class Member's allocated share of the cash payment set forth in the preceding paragraph shall be apportioned as follows:

- a. \$5,000.00 shall be paid as five incentive awards of \$1,000.00 to each of the class representative for pursuing the claims; for their expenses incurred attending meetings and hearings, and for the personal time spent advancing the litigation.
- b. Approximately \$54,303.00 shall be distributed to Class Members who are current and former tenants on the following basis: three dollars (\$3.00) times the number of full months during which each was a tenant at an HRHA unit during the Recovery Period.
- c. Approximately \$34,572.00 shall be distributed, on a *pro rata* basis, to Class Members who are former tenants based on the total amount of excess utility charges assessed to each former tenant's account for gas and electricity consumption during the Recovery Period.
- d. Approximately \$41,125.00 shall be distributed, on a *pro rata* basis, to Class Members who are current tenants based on the total amount of excess utility charges assessed to each current tenant's account for utility consumption during the Recovery Period.

17. HRHA shall credit approximately \$85,000.00 to the HRHA tenant accounts of Class Members who are current tenants based on the total amount of excess utility charges assessed to each current tenant's account for utility consumption during the Recovery Period on a *pro rata* basis. A Class Member's *pro rata* share must be first applied to outstanding non-utility unpaid balances on that Class Member's HRHA accounts.

18. The monetary amounts listed in Paragraphs 16–17 (above) are approximations based on the composition of Class Members³ as of July 1, 2019, and shall be revised by the Parties within forty-five (45) days after entry of final judgment approving this class settlement.

19. If any former tenant who is a Class Member has an outstanding balance with HRHA, other than for outstanding excess utility charges (including any late fees associated with such charges), and HRHA has previously provided such tenant timely notice (within forty-five (45) days of moving out) of the amount due and has identified each of the charges contributing to that balance, and such charges have not been contested prior to the initiation of this litigation by that former tenant, then the tenant's portion of relief awarded under this agreement shall first be applied toward the Class Member's outstanding balance with HRHA.

20. If a credit is calculated to apply to a Class Member who is a former tenant, should any relief awarded under this Agreement be applied to any outstanding balance, a check for the balance of the credit shall be mailed to that former tenant's last known address according to the standards for notice and mailing set forth in Paragraph 32 below.

21. HRHA shall be responsible for all costs for the distribution of funds and administration of credits.

22. If a distribution check has not been cashed within ninety (90) days of issuance, the funds shall remain available for one (1) year following the expiration of the ninety (90) day period to be available to be claimed by the former tenant Class Member if the tenant contacts HRHA.

³ A current tenant is a Class Member that was a resident of a HRHA community as of the date the Settlement Agreement was executed by both Parties and was a resident of a HRHA community during the Recovery Period.

A former tenant is a Class member that was a resident of a HRHA community during the Recovery Period, but was no longer a HRHA resident as of the date the Settlement Agreement was executed by both Parties.

23. If a Class Member moves out of HRHA-managed property before the credit on their account has been exhausted, that Class Member shall be issued a check in the amount of any unused portion of the credit, minus any outstanding balance owed to HRHA at the time of move-out.

24. Exhibit 4 sets forth the Class Members eligible for payments or credits, together with the calculated amount due to each such member. (Proposed Prelim. Order Class Certification Settlement Ex. 4 “Class Members Eligible for Payments,” ECF No. 25-4.)

Notice of Right to Reimbursement

25. Within ten (10) days of the Court’s preliminary approval of the Settlement and class notice, HRHA shall provide notice required by Federal Rule of Civil Procedure 23(c)(2), as agreed upon by the Parties, to each of the Class Members, as described in Paragraph 32, explaining the terms of the Settlement Agreement. HRHA shall post the prescribed notice of settlement in a prominent location at the management office and/or where notices or announcement to tenants typically are posted in each of the five (5) public housing communities which are subjects of this lawsuit. Exhibit 5 represents the Class Notice. (Proposed Prelim. Order Class Certification Settlement Ex. 5 “Class Notice,” ECF No. 25-5.)

26. Legal Aid Justice Center (“LAJC”) shall prominently display the notice and other information, including the Complaint and this Settlement Agreement, on a dedicated page on its website.

27. HRHA shall be responsible for all costs associated with providing the notice to all Class Members and in addition to the above procedures shall comply with all due process requirements for notifying Class Members of this Agreement, including using reasonable efforts to locate and notify former tenants.

28. HRHA shall make a good faith effort to identify a class mailing vendor, subject to HUD procurement requirements, if applicable.

29. HRHA shall identify the class and send a class list (including name, address, and amounts for notice) to Plaintiffs' Counsel for approval.

30. Plaintiff's Counsel must approve the class list within seven (7) days of receipt from HRHA.

31. HRHA shall mail direct notice to Class Members by December 12, 2020.

32. HRHA may use an attachment to the notice to list amounts to be distributed to Class Members upon Final Approval of the Settlement by the Court under Rule 23(e)(2).

33. When mailing Class Members notices and checks (if applicable):

- a. For current tenants, HRHA shall mail notices/check to each tenant's address;
- b. For former tenants with non-HRHA forwarding addresses, HRHA shall mail notices/checks to the last known address for each tenant; and,
- c. For former tenants for whom HRHA does not have a forwarding address, who have listed a HRHA address as a forwarding address, or for whom notices are returned undeliverable, HRHA shall use a third-party service to determine the best available address for the Class Member to receive the notice and/or check.

34. HRHA shall supply Plaintiff's Counsel with the results of the initial mailing, specifically identifying which mailings were returned undelivered and what addresses were used to attempt the initial mailing.

Settlement Administration

35. HRHA shall be responsible for providing notice to all members of the Settlement Class and distributing the settlement proceeds.

Objection, Intervention, or Opt-Out

36. If a Class Member or Class Counsel disagrees with the determination as to the member's eligibility for reimbursement or the amount of the reimbursement, the individual Class Member, Class Counsel, and HRHA shall jointly review the Class Member's payment ledger, and any other documentation to determine if a discrepancy exists. If HRHA, Class Counsel, and the Class Member are unable to reach an agreement as to the member's entitlement to relief, the Class Member may file an enforcement action.

37. Any payment or form of other consideration provided to any intervenor or objector must first be presented to the Court for approval by motion. The motion that is made on behalf of any objector or intervenor must separately identify the consideration to be provided to the objector or intervenor, any attorneys' fees that are to be paid, and the benefit that the objector or intervenor conferred upon the class.

38. Any Class Member who wishes to be excluded from the Settlement Class and not be bound by the Settlement Agreement must mail a request for exclusion ("Opt-Out") to Class Counsel postmarked no later than February 1, 2021. For a Class Member's Opt-Out to be valid, it must state the Class Member's intent to be excluded from the Settlement Class, to not to participate in the Settlement distribution, or to waive all rights to the benefits of the Settlement. Any Class Member who does not submit a timely and valid Opt-Out, shall be bound by the Settlement Agreement and any Final Judgment entered in the action. Further, any Class Member who submits a timely and valid Opt-Out will be deemed to have waived any rights or benefits under the

Settlement, and will not have standing to object to the Settlement or to seek to intervene in the action. Class Counsel shall file any requests to opt-out with the federal district court within ten (10) days of receiving the requests.

Disposition of Unclaimed Funds (Cy Pres)

39. After one (1) year, any unclaimed funds shall be deposited into a pool of utility credits to be distributed in equal amounts as a credit on the account of Class Members who are still HRHA tenants at the time the funds are distributed.

Attorneys' Fees and Costs

40. Pending Court approval, HRHA shall pay to LAJC and Crowell & Moring LLP \$73,000.00, in five equal annual installments (\$14,600.00 per year). This sum shall be in addition to any monetary or other relief provided for in this Agreement. The first installment shall be paid forty-five (45) days after final approval of this Settlement Agreement and remaining installments shall be paid on the anniversary of the first payment.

41. On or before January 27, 2021, the Parties shall file with the Court a joint stipulation and affidavit as to attorneys' fees.

Notice Pursuant to the Class Action Fairness Act

42. Within 10 days of the Parties' filing this Settlement Agreement with the Court, HRHA shall, pursuant to the Class Action Fairness Act ("CAFA"), mail the notice and documents required by CAFA to the Attorney General of the United States and the Attorney General of the Commonwealth of Virginia.

43. HRHA shall file a Notice with the Court upon completion of the required CAFA mailings.

Fairness Hearing

44. The Court will determine if a hearing (“Fairness Hearing”) shall be necessary to hear objections and determine: (a) whether the proposed settlement and compromise of this action as set forth in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court; (b) whether Final Judgment should be entered approving the Settlement; (c) whether to approve the request of Class Counsel for payment of attorneys’ fees and costs; and, (d) whether to approve the request of Class Representatives for incentive awards.

45. Any interested person may appear at the Fairness Hearing to show cause why the proposed Settlement should or should not be approved as fair, reasonable, adequate, and in good faith and/or why the request of Class Counsel for approval of attorneys’ fees and costs should or should not be approved as fair and reasonable. However, no person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or the fees and costs requested by Class Counsel, unless that person: (1) has sent or delivered written objections and copies of any supporting papers and briefs so that they are received no later than January 25, 2021, to Class Counsel at the addresses provided in Paragraph 4 of this Proposed Preliminary Order, and to Counsel for HRHA at: Darius Davenport, CRENSHAW, WARE & MARTIN, P.L.C., 150 W. Main Street, Suite 1500, Norfolk, Virginia 23510; and, (2) has filed objections, papers and briefs, showing proof of service upon said Counsel, with the Clerk of the United States District Court for the Eastern District of Virginia, 701 East Broad Street, Richmond, VA 23219, on or before the same date. Any Class Member who does not submit an objection as provided above shall be deemed to have waived any objection to the Settlement and shall forever be forbidden from making any objection to class certification, to the fairness, adequacy, or reasonableness of the Settlement, and to the reimbursements or any attorneys’ fees approved.

46. The Court may adjourn the Fairness Hearing from time to time without further notice other than to counsel of record and may approve the proposed Settlement and request for approval of attorneys' fees and costs, and request for approval of Class Representative incentive awards at or after the originally scheduled Fairness Hearing.

Continuing Jurisdiction

47. The Court shall have continuing jurisdiction, during the term of this Agreement, to enforce this Settlement Agreement's terms, and to enforce the Final Judgment.

Final Approval Hearing

48. On or before February 8, 2021, the Parties shall file with the Court all memoranda, affidavits, declarations, and other evidence in support of the request for final approval of the Settlement. Opposition, if any, to Final Approval of settlement shall be filed on or before February 22, 2021. Reply briefs shall be filed by March 1, 2021.

49. The Court SCHEDULES the Final Approval Hearing for March 17, 2021, at 11:00 a.m. to be held in Courtroom 6100 of the Spottswood W. Robinson III and Robert R. Merhige, Jr. United States Courthouse.

It is SO ORDERED.

Date: 11/23/2020
Richmond, Virginia



M. Hannah Lauck
United States District Judge

Exhibits

1. 2019 Schedule of Gas and Electric Utility Allowances
2. Individual relief policies and procedures
3. Staff training plan
4. Excess utility reimbursement payments list
5. Class Notice
6. Admission and Continued Occupancy Policy 2019
7. 2018 Residential Lease Agreement

Hopewell Redevelopment & Housing Authority

"Where People Matter Every Day"



350 E. Poythress St.
P.O. Box 1361
Hopewell, Virginia 23860
Phone: (804) 458-5160
Fax: (804) 591-0686
TDD: 711

June 21, 2019

RE: NOTICE OF UTILITY ALLOWANCE CHANGES

Dear Resident,

This letter serves as notice to changes being made in Public Housing Utility Allowances. Please review this notice carefully. Hopewell Redevelopment and Housing Authority (HRHA) values your input and therefore these changes will be open for public comment before implementation. Please see the dates for public comment below the notice. Full documents will be available for review as well. For locations of where the full documents can be viewed, please see the section titled PLACES TO REVIEW EACH COMPLETE DOCUMENT.

NOTICE OF UTILITY ALLOWANCE CHANGES

The Hopewell Redevelopment & Housing Authority (HRHA) is revising Utility Allowances for Public Housing residents. The basis for this revision is to update the existing schedules in conformity with existing utility rate charges assessed by local utility providers. The allocated allowance for utility usage by bedroom type is based on utility studies (consumption and engineering) prepared by Management Resource Group (MRG) dated September 1, 2017.

MRG conducted an on-site survey of the five developments managed by the HRHA for analysis of energy consumption and the creation of new utility allowance estimates for those developments in which energy could be individually metered per the guidelines of 24CFR, Part 965, Subpart E.

"Our survey was completed in August 2017 and it was our determination that at this time, that all of the five developments have the capability of being individually monitored for electrical, and natural gas consumption by check meters.

During our survey we noted the light fixture patterns in each apartment, the HRHA furnished appliances and the variety of miscellaneous electrical appliances/apparatuses residents owned. These observations became the basis by which we developed estimates for each apartment size to approximate a "reasonable consumption of electricity" by an energy conservative household of modest circumstances consistent with the requirement of providing a safe, sanitary and healthful living environment.

The components of measurement were defined as lighting, refrigeration, cooking and miscellaneous electrical appliances. The new estimates were developed from several sources but with one concept in mind - an energy conservative household. Lighting estimates were developed by assigning a certain number of hours of operation for each fixture with respect to its location and number of bulbs required. We assumed that all incandescent bulbs were 60 watts except for reading lamps, which were 100-watt bulbs. The

hours of operation per fixture at each location we used reflects national norms as published in the *U.S. Department of Energy* (DOE) publications.”

Average Consumption Methodology: The utility analysis evaluated all units by bedroom size in each community, was prepared utilizing HUD criteria as outlined in 24CFR 965.505 and the guidelines from the HUD Utility Allowance Guidebook, Chapter 2: Procedures to Establish Utility Allowances using the Actual/Historical Consumption-based Methodology.

In an attempt to remove the impact of electrical consumption by the window mounted air conditioning units, the consumption air conditioning months (May through September) was replaced by an averaged consumption of the four shoulder season months (March, April, October, and November).

Engineering-based Methodology: The estimates were developed by bedroom size in each community, utilizing HUD criteria as outlined in 24CFR 965.505 and the guidelines from the HUD Utility Allowance Guidebook, Chapter 3: Methodologies to Establishing Utility Allowances using the Engineering-based Methodology and made all consumption calculations based upon the most current energy supplier utility rates for residential consumption.

Types of Equipment surveyed: The utility consumption of the following types of equipment were evaluated in determining the appropriate allowances: refrigerator, gas range, hot water heater, 60-watt light bulbs based on unit size and miscellaneous appliances/apparatuses. Miscellaneous electrical appliances/apparatuses that residents owned were defined as those items that have been historically included by the HRHA and accepted by HUD. These include: 1 HDTV; 1 radio/stereo; 1 hand mixer; 1 2-slot toaster; 1 blender; 1 vacuum cleaner; 1 hand iron; 1 microwave; 1 clock; 1 coffee pot; 1 DVR/DVD; ceiling fans; 1 washing machine, and other small appliances in addition to or replacing one of the above listed devices.

Proposed Allowances: HRHA analyzed and compared the 2014 Engineer (current), 2017 Engineer (proposed) and 2017 Historic Consumption (proposed) studies.

1. For the electric allowances, HRHA used the following methodology to determine proposed allowances:
 - a. We accepted the highest allowance from the three studies as long as the difference between the two highest allowances was 40 or less.
 - b. In those instances where the difference in the two highest allowances was greater than 40, an average of those two values was taken to determine the proposed allowances.
2. Gas allowances are based on the following periods: Dec- Feb, Mar-Apr, May-Sept, and Oct-Nov. This method utilized the highest allowances in each of the four proposed groupings of allowances calculated in MRG’s engineering study. The engineering study values were higher than the consumption study values.

The Utility Allowance study and documents supporting the study are maintained at the HRHA Administrative Headquarters located at 350 E. Poythress St, Hopewell, VA 23860, and are available for inspection by the public. The Utility Allowance study is also available for view at the locations listed in the section PLACES TO VIEW EACH DOCUMENT AND SUBMIT COMMENT. HRHA is submitting the proposed changes for public comment. The comment period begins on May 17th, 2018 and ends on July 18, 2018. These changes to utility allowances are scheduled to be approved on August 13, 2018, with an effective date for implementation of January 2019. Please provide your comments in writing or verbally to any of the locations noted below in

the section titled PLACES TO REVIEW EACH DOCUMENT & SUBMIT COMMENT. Your comments shall be considered by the agency before formal adoption of the Utility Allowance Changes. The proposed utility allowances are outlined in the charts below.

Electric Utility Allowance Proposal (kWh)

	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Davisville	225	315	379	-
Bland Court	-	318	390	475
Thomas Rolfe Court	260	306	344	409
Thomas Rolfe Court Extension	272	320	371	497
Piper Square	258	339	380	457

Gas Utility Allowance Proposal (CCF)

Months	JAN	FEB	MAR	APR	MA Y	JUN	JUL	AUG	SEP T	OCT	NOV	DEC
DV-1	51	51	36	36	16	16	16	16	16	33	33	51
DV-2	69	69	48	48	20	20	20	20	20	44	44	69
DV-3	75	75	53	53	22	22	22	22	22	49	49	75
BC-2	65	65	46	46	20	20	20	20	20	42	42	65
BC-3	70	70	49	49	22	22	22	22	22	46	46	70
BC-4	74	74	53	53	25	25	25	25	25	49	49	74
TRC-1	53	53	37	37	16	16	16	16	16	34	34	53
TRC-2	61	61	43	43	20	20	20	20	20	40	40	61
TRC-3	68	68	48	48	22	22	22	22	22	45	45	68
TRC-4	76	76	54	54	25	25	25	25	25	50	50	76
TRCX-1	53	53	37	37	16	16	16	16	16	34	34	53
TRCX-2	61	61	43	43	20	20	20	20	20	40	40	61
TRCX-3	68	68	48	48	22	22	22	22	22	45	45	68
TRCX-4	76	76	54	54	25	25	25	25	25	50	50	76
PS-1	46	46	33	33	15	15	15	15	15	30	30	46
PS-2	66	66	47	47	20	20	20	20	20	43	43	66
PS-3	73	73	52	52	23	23	23	23	23	48	48	73
PS-4	79	79	56	56	25	25	25	25	25	52	52	79

Tenants will be charged for use of electric and gas utilities in excess of the allowances provided. Request for relief from charge for excess consumption may be granted by HRHA on reasonable grounds, such as special needs for the elderly, ill, or disabled, or special factors on a case by case basis. Such relief may be initiated by the verbal or written making of such request as an accommodation.

PLACES TO REVIEW EACH COMPLETE DOCUMENT & SUBMIT COMMENT

The entire draft form of the proposed Utility Allowances is located in the following places for your review:

- **Thomas Rolfe Community Office**
 - Address: 211 S. 7th Avenue, Hopewell, VA 23860
 - Phone Number: (804) 452-1880
- **Piper Square Community Office**
 - Address: 1529 Piper Square Drive
 - Phone Number: 804-541-0392
- **Administration Building**
 - Address: 350 E. Poythress Street, Hopewell, VA 23860
 - Phone Number: (804) 458-5160

Should you have questions about this letter or require a reasonable accommodation, language interpretation or alternate communication to participate in the comment process, please contact Culle Leslie, Administrative to the Deputy Executive Director at 804-458-5160.

Madelyn Peay

Deputy Executive Director



In accordance with Fair Housing HRHA does not discriminate in its housing or employment practices.

Hopewell Redevelopment & Housing Authority



350 East Poythress Street
P.O. Box 1361
Hopewell, Virginia 23860
Phone: (804) 541-4166
Fax: (804) 591-0686
TDD: 711

June 24, 2019

«First_Name» «Last_Name»
«Corr_Street» «Corr_Street1»
Hopewell, VA 23860

Dear Mr/Mrs. «Last_Name»:

Please note that below are your listed excess utility charges that are due on your next rental statement. Please remit payment to:

Check or Money Order Payable to:	Hopewell Redevelopment and Housing Authority 350 E. Poythress Street Hopewell, VA 23860
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The **Electric Excess Utility Charges** «Corr_Street» «Corr_Street1» at Hopewell, VA are noted below:

Current Billing Dates:	«Range_From1» to «Range_Thru1»
Current Reading:	«Current_Reading1»
Previous Reading:	«Prev_Reading1»
Total kWh:	«Current_Usage1»
Rate:	«Charge_Rate1»
Allowance Usage:	«Max_Usage1»
Excess Usage:	«Excess_Usage1»
Amount Owed to HRHA	«Excess_Charge1»

The **Natural Gas Utility Charges** at «Corr_Street» «Corr_Street1» at Hopewell VA are noted below:

Current Billing Dates:	«Range_From2» to «Range_Thru2»
Current Reading:	«Current_Reading2»
Previous Reading:	«Prev_Reading2»
Total CcF:	«Current_Usage2»
Rate:	«Charge_Rate2»
Allowance Usage:	«Max_Usage2»
Excess Usage:	«Excess_Usage2»
Amount Owed to HRHA	«Excess_Charge2»

Should you dispute this bill, Section 12 of your lease agreement provides for a grievance of this decision. **You must request this in writing within seven (7) days from the date of this notice.** Please note that this bill is not from the utility providing service for your area. Please submit request to your Housing Manager as stated below:

Thomas Rolfe/ Davisville/ Edward Bland Court	Piper Square
Aretha Jackson 211 S. 7 th Avenue Hopewell, VA 23860 (804) 452 - 1880	Craig Wise 1529 Piper Square Drive Hopewell, VA 23860 (804) 541 - 0392

6/24/19

HRHA Staff Training Plan/Procedure
for
Determining Excess Utility Consumption

1. HRHA will implement and train its Maintenance Technicians, Housing Managers, and all other staff involved in determining excess utility consumption on meter reading and quality control measures. This training will occur semi-annually for designated staff. Newly hired staff, involved in determining utility consumption, will be train within one month of hire and before being assigned to this area.
2. Training will occur as follows:
 - a. Maintenance Technicians will compare current information on each meter against the prior month's reading from that meter and to inform the applicable Housing Manager and tenant for that dwelling of any abnormal variance in the reading.
 - b. Housing Managers will enter meter usage data collected by Maintenance Technicians into the HAB Utility Module used by HRHA to manage utility usage and will compare usage data each month to the prior month and to the applicable utility allowances for each and every unit under their charge to identify readings where usage exceeds the applicable allowances. Housing Managers will audit all readings and, specifically, attempt to reconcile any instance of excess usage by ascertaining whether it is due to use of medical equipment, unusual weather, anomalous meter readings, etc., and will certify that audit by their signature before any excess utility surcharge is billed.
 - c. If an audit reveals that a meter reading was likely erroneous, Housing Managers will:
 - (i) notify the tenant and will audit any excess utility payment that occurred in any month subsequent to the last month when such meter was certified to be functioning properly and on the basis of which a utility bill had been issued in order to determine if a tenant may have been wrongfully charged for excess utility usage for any such previous month(s) and,
 - (ii) as soon as reasonably practicable, fully reimburse the tenant for any surcharge the tenant paid for such month's utility usage, or if the charge was not fully paid, will credit

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the tenant's account retroactively for any amount wrongfully billed.

- d. Bills shall be calculated and rendered within fifteen (15) days after receipt of the master meter utility bill. Under no circumstances, however, will the bill be sent to the tenant later than fourteen (14) days before the payment due date. Tenants incurring any excess utility charge will receive an "Excess Utility letter" notifying them of the amount of any surcharges due to usage in excess of their monthly allowances. Notwithstanding the foregoing due dates, surcharges shall not be due and collectible until 14 days after HRHA gives written notice of the charges. Such notice constitutes a notice of adverse action and must meet the requirements governing a notice of adverse action in accordance with 24 C.F.R. § 966.4(e)(8), Notification and right to a grievance hearing.
 - e. HRHA may modify and update the procedures outlined in sections, a - d (above) or incorporate new technology into the tenant billing process to improve data collection efficiency and/or quality as permitted under governing regulations.
3. To ensure that HUD regulations and the procedures described in the preceding paragraphs are followed, HRHA staff will be trained regarding state law, HUD utility billing regulations, the established and/or agreed upon procedures for addressing tenant requests for relief from utility billing and the grievance procedure for tenants to contest charges believed to have been improperly billed.

Attachments:

- 1. Agenda for Staff Utility training
- 2. HRHA Utility Processing Procedure
- 3. Excess Utility Letter template

2/4/2019

Utility Processing Procedures

General: Utility meter reading and excess utility charges are to occur in the following sequence. Meters are read on the last day of the month for a 30-day period (**month 1**). Dominion Power utility bills are received in the following month for 30-day period (**month 1**). Tenants will receive notice of excess utility billing in **month 2**. Excess utility charges will show on the rent statement in **month 3**.

1. Meter reading outline:

- a. Maintenance reads TRC, TRC Ext. and Bland Court electric and all gas meters on/about last day of month.
- b. Maintenance provides the meter reading sheets to HM on/about the following day.
- c. HM inputs the meter readings into HAB (150 electric and 360 gas meters) and **SAVE**. (around 4th or 5th of month).
- d. Finance receives DOM invoices between 11 and 14 of month following reading in paragraph a.
- e. Finance will update utility rates and send DOM invoices to HMs.
- f. Utility rates are updated in HAB on the 14th after all DOM invoices have been received and the average rate determined. DOM invoices are sent to HMs as they are received.
- g. HMs will input meter readings from DOM invoices and **SAVE**. **All meter readings and rates will be SAVED again once all current information is in HAB**. (Goal is for all invoices to be in HAB by cob of the 14th).
- h. HMs will notify Finance that all meter readings are inputted and **SAVED**. Finance will review saved input, confirm that no abnormalities exist in readings and post calculated excess changes to tenant accounts. (Goal is no later than the 15th).
- i. Finance will notify HMs that posting is completed. (15th of month)
- j. HMs will send out 14-day notice to tenants. (15th of month) *
- k. Finance will print and mail rent statements with excess utility charges included. (29th of month). Mail date will be adjusted backward depending on weekend or holidays. Rent statement mail date will not affect the 14-day notice period.

***Note: In the event notices are not sent out by the 15th of the month (month 2) and a 14-day notice cannot be timely given, then the charge date for the excess utility will be in month 4. Example: The Dominion Bill is received late on February 18. A 14-day notice cannot be given before rent is due on March 1. In that case the February notice will be for charges that will appear on the tenant rent statement in April.**

Instructions on Use of Meter Reading Form

2. Meter Reading

- a. Complete appropriate top portion of the form.
- b. Read meter and record reading in current meter reading column.
- c. Turn in sheets to HMs.
- d. HMs to complete prior month reading column from HAB authenticated reading.
- e. HM will determine that readings are consistent from prior to current month.
- f. HM will input current month reading.

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- g. Abnormal variances between months will require an explanation and corrective action, if appropriate.
- h. Abnormalities, meter changes, etc. will be documented and maintained on a work order and scanned electronic copy.
- i. Meter reading sheets will be scanned into computer and maintained in folder by property name and month of reading. Meter reading sheets will be posted to computer drive no later than the 16th of each month following HAB input. Paper copies of meter reading sheets will be maintained in the responsible management office.

AGENDA
HRHA Staff Training Plan
For
Determining Excess Utility Consumption

1. Meter Reading procedures
2. Process of entering data into HAB and Quality control
3. Completing and verifying meter reading input form
4. Tenant billing procedure
5. Grievance procedure
6. VA State Law and HUD utility billing regulations

Attachment D

1.	Aaron Andrews	\$577.73
2.	Adanna Osuji	\$371.40
3.	Adelaide Figueroa	\$117.55
4.	Adelia Biggs	\$953.07
5.	Ahjahne' Blizzard	\$44.45
6.	Albert Edge	\$29.89
7.	Alberta Hayes	\$342.31
8.	Aleathia R Garrett	\$18.10
9.	Alesha Berry	\$967.66
10.	Alexis Gaitor	\$0.00
11.	Alfred White	\$0.00
12.	Alice Crenshaw	\$667.61
13.	Alice White	\$195.79
14.	Alicia Williams	\$116.53
15.	Aliner S Tyler	\$709.55
16.	Aliyah H Reed	\$726.46
17.	Alvin Alexander	\$198.08 \$32.79 \$17.40
18.	Alvin Irving	\$460.32
19.	Alysia Coleman	\$128.81 \$38.26
20.	Amanda Dawson	\$239.93
21.	Amanda Dean	\$4.04
22.	Amanda Knox	\$1,387.12
23.	Amber M Papagiacumos	\$211.37
24.	Amilia Thomas	\$415.88 \$280.75
25.	Amonie Malone	\$95.69
26.	Andrea Bailey	\$365.42
27.	Andrea Whitfield	\$663.84
28.	Angela Bass	\$459.33
29.	Angela D Russell	\$80.19
30.	Angela Flowers	\$485.79
31.	Angelina Caffee	\$393.50
32.	Anissa Delapara	\$256.35
33.	Anita Brown	\$71.48
34.	Ann E Wilson	\$357.93 \$140.99
35.	Ann Morris	\$369.87
36.	Anthony C Banks	\$356.47

37.	Antoinette L Wooden	\$724.53
38.	April Gorkiewicz	\$82.45
39.	April Robinson	\$206.00
40.	April Waters	\$102.44
41.	Arelys Rivera-Vazquez	\$15.55
42.	Aretha Myrick	\$284.61
43.	Ariel N Whitehead	\$402.64
44.	Armein Thomas	\$104.85
45.	Ashlee M Lively	\$124.20
46.	Ashley M Wyatt	\$274.99
47.	Ashley Marbury	\$302.99 \$303.02
48.	Aurbriney Boykins	\$217.09
49.	Barbara Rollins	\$617.98 \$168.44
50.	Bertha Blizzard	\$614.69
51.	Betty A Perry	\$136.20
52.	Betty Williams	\$106.25
53.	Beverly A Patrick	\$801.81
54.	Bianca McDuffie	\$183.18
55.	Blynder Amoah	\$773.42
56.	Bonita Russell	\$447.43
57.	Brenda Cousins	\$163.17
58.	Brenda L White	\$221.85
59.	Brenda McQueen	\$6.84
60.	Brendale Baker	\$0.00
61.	Brendale Cook	\$347.72 \$106.25
62.	Bria Branch	\$359.03
63.	Briana Thomas	\$126.03
64.	Brianda Harper	\$130.77
65.	Brittany Askew	\$27.57
66.	Brittany Cornell	\$328.86
67.	Brittany E Poe	\$178.08
68.	Brittany M Purtee	\$407.48
69.	Brittney Blowe	\$131.76
70.	Brooke A Quade	\$18.43
71.	Brooke J Rollins	\$61.70
72.	Carmina Brown	\$266.34
73.	Carol A Butts	\$586.97
74.	Carol Johnson-Reighard	\$1.90

75.	Carolyn Mills	\$209.44
76.	Carrie Wheeler	\$63.36
77.	Casie L Banks	\$28.44
78.	Cassadra Parham	\$66.78
79.	Cassandra Cave	\$29.89
80.	Cassandra Grammer	\$327.16
81.	Cathy M Bailey	\$65.70
82.	Cathy Tabb	\$27.72
83.	Cecil Harris	\$145.98
84.	Cecilia Alvarez	\$642.11
85.	Celisha Starks	\$21.87
86.	Ce'Quoyah K Jones	\$128.71
87.	Chanel Gilchrist	\$78.31
88.	Charles M Coleman, Jr.	\$497.11
89.	Charmel Jimenez	\$482.56
90.	Charniece Miles	\$327.90
91.	Chasidy Bostic	\$159.30
92.	Chateatwa J Price	\$1,018.80
93.	Chelsey Bowman	\$591.33
94.	Cherlie A Jackson	\$1,115.68
95.	Chia Waller	\$1,260.54
96.	Choice S Booker	\$339.50
97.	Christina Prosis	\$125.84
98.	Christine Jones	\$196.48
99.	Christopher M Morse	\$640.64
100.	Ciara Thomas	\$874.24
		\$170.27
101.	Ciera Harris	\$259.63
102.	Clarence Davis	\$224.03
103.	Clarice Fayton	\$500.55
104.	Clinton Savannah	\$158.79
105.	Connie Fisher	\$354.38
106.	Constance Mulrain	\$173.34
107.	Constance Roney	\$119.52
108.	Cortez Devontenno	\$185.93
109.	Coston Pettaway, Jr.	\$156.16
110.	Crystal A Jones	\$651.79
111.	Crystal Alexander	\$686.81
112.	Crystal King	\$63.41
113.	Crystal Lewis	\$46.60
		\$0.41
114.	Curley Dickens	\$602.95
115.	Cynthia Coleman	\$200.46
116.	Cynthia Monroe	\$535.98
117.	Damani Carter	\$221.23

118.	Damon D Banks	\$331.27
119.	Dana Hargrove	\$148.34
120.	D'Angelo Harris	\$0.00
121.	Danielle Stephenson	\$307.46
122.	Darlene Hill-Kee	\$319.76
123.	Darrell Keys	\$0.00
124.	DauQuana M Holmes	\$416.50
125.	David Jones	\$14.56
126.	David Lyons	\$9.13
127.	Davida Hamilton	\$666.23
128.	Dawn M Stith	\$425.34
129.	Debbie Wallace	\$197.28
130.	Debra Williams	\$188.42
131.	Deborah A Barnes	\$312.49
132.	Deborah Alexander	\$42.73
133.	Debra K Neely	\$48.15
134.	Delilah M Collins	\$397.73
135.	Delora Harris	\$106.34
136.	Delores Tucker	\$118.65
137.	Deneshia Walker	\$469.86
138.	Denise M Saunders	\$916.44
139.	Dennesha Jones	\$689.80
140.	Denon F Phillips	\$192.83
141.	Deralla Brown	\$1,581.20
142.	Desirea Allen	\$477.11
143.	Dezerae Ford	\$27.75
144.	Diana Jones	\$612.83
145.	Diana Shields	\$338.16
		\$265.25
146.	Diane R Thweatt	\$37.93
147.	Dimetri Williams	\$594.39
148.	Dominique Andrews	\$805.54
149.	Dominique Cuffee	\$83.31
150.	Dominique Devreaux	\$1,168.74
151.	Dominique McWilliams	\$349.39
152.	Donsha Gholson	\$1,027.45
		\$204.09
153.	Doris D Coleman	\$63.26
		\$58.54
154.	Doris J Hunter	\$772.80
155.	Dorothy Brooks	\$1,109.35
156.	Dorothy G Flowers	\$367.10
157.	Dorothy Mason	\$273.61
158.	Dwanda L Shaw	\$4.22
159.	Earlmeisha Brown	\$20.55

160.	Eboni Tucker	\$799.11
161.	Ebony Graham	\$174.43
162.	Ebony D Wilson	\$11.35
163.	Ebony Johnson	\$267.70
164.	Ebony Pride	\$389.66 \$48.92
165.	Edith E Parham	\$893.18
166.	Edvinett J Bright	\$392.65
167.	Edward Barnes	\$94.96
168.	Elga E Lamberty	\$139.77
169.	Elisa Scott	\$557.77
170.	Eliza Wilson	\$674.67
171.	Elizabeth Mock	\$863.46
172.	Elizabeth Rickard	\$330.50
173.	Elvis L Gray	\$669.18
174.	Emma Jones	\$1,118.81
175.	Erica Griffin	\$113.93
176.	Erin Green	\$379.75
177.	Ernest S McFadden	\$663.91
178.	Esther Pate	\$653.37
179.	Eva Harris	\$70.91
180.	Evelyn J Gray	\$61.71
181.	Fatima Benjamin	\$17.14
182.	Fatisha Blanding	\$7.63
183.	Fatuemah Holloway	\$491.70
184.	Felicia Jones	\$681.19
185.	Fiona Pelham	\$595.30
186.	Florence Brown	\$203.91
187.	Floyd Saunders	\$83.67
188.	Freda Adkins	\$697.05
189.	Freddie Cox	\$64.13
190.	Frederick S Ferguson	\$561.27
191.	Fredrica Green	\$63.94
192.	Genesia D Anthony	\$160.63
193.	Gerald McDougal	\$117.41
194.	Gerianne Peterson	\$304.43
195.	Gilbert Thompson, Jr.	\$248.48
196.	Gilbert Wilson	\$171.22
197.	Giovanni McDougal	\$394.40
198.	Giovanni S Jackson	\$234.04 \$134.44
199.	Glen S Penley	\$367.58
200.	Glenda Williams	\$56.50
201.	Gleniece Walker	\$168.26
202.	Glenn E Jones	\$1,285.88

203.	Gloria Hurt	\$340.38
204.	Gloria Pierson	\$576.39
205.	Gloria Roney	\$20.67
206.	Gracie M Pope	\$277.63
207.	Gregory L Johnson	\$129.50
208.	Harold C Jones	\$448.93
209.	Harold Massenburg	\$157.21
210.	Hattie Berry	\$565.10
211.	Heather Conley	\$60.41
212.	Hope S Garris	\$0.00
213.	Iesha Jones	\$1,018.07
214.	India Vaughn	\$603.08
215.	Indiara Hurt	\$40.95
216.	Isaiah Collins	\$1,175.05
217.	Jabari Alexander	\$58.30
218.	Jacinda J Loving	\$0.79
219.	Jacquelyn Lockett	\$356.81
220.	Jadia McKiver	\$90.19
221.	Jalessa Brooks	\$237.62
222.	James C Crawley	\$379.78
223.	Jamie Stith	\$285.70
224.	Jamilah Boykins	\$7.76
225.	Jamizo Perry	\$872.08
226.	Janel Saunders	\$815.66
227.	Janika Conyers	\$910.41
228.	Jannita White	\$37.66
229.	Jasmine Berry-Coleman	\$324.54
230.	Jasmine Stith	\$1,170.79
231.	Jasmine Thomas	\$145.95
232.	Jazelle Williams	\$133.62
233.	Jean Jefferson	\$364.43
234.	Jean Samuel-Wheeler	\$251.37
235.	Jeanette Still	\$3.04
236.	Jeffrey W Tunstall	\$389.50
237.	Jennifer Poniatowski	\$97.42
238.	Jenniffer Sloan	\$266.07
239.	Jerome A Jones	\$466.77
240.	Jessica Coley	\$402.50
241.	Jessica Hill	\$549.44
242.	Jimmy L Tyler	\$81.03
243.	Joan J Bennett	\$13.39
244.	Joanie A Jones	\$1,258.34
245.	JoAnn Lawson	\$644.61
246.	Jocelyn Rose	\$109.97
247.	John Perry	\$212.49

248.	Jolisa Witherspoon	\$20.80
249.	Joseph M Green	\$21.29
250.	Josephine Berry	\$313.56
251.	Joy Barnes	\$289.97
252.	Joyce Lewis	\$362.54
253.	Julia Williams	\$281.43
254.	Julie T Russell	\$126.78
255.	Julie Taylor	\$25.43
256.	Kadisia Gans	\$655.60
257.	Kamesha Russell	\$430.15
258.	Kamika Ampy	\$0.73
259.	Kandace McCants	\$469.61 \$10.86
260.	Kanisha Jordan	\$283.86
261.	Karen A Tyler	\$669.63
262.	Karen Tunstall	\$246.59
263.	Karieba Trotman	\$863.16
264.	Katherine Williams	\$589.18
265.	Kathrine L Okum	\$366.64
266.	Katrina Williams	\$520.02
267.	Keeyetta Brown	\$747.50
268.	Keith Crewe	\$0.00
269.	Kelly George	\$273.56
270.	Kelly Mayo	\$12.25
271.	Kelly Vreeland	\$280.75
272.	Kendra M Peres	\$73.14
273.	Kenneth Moore	\$143.96
274.	Keosha S Coleman	\$34.61
275.	Keshauna Massenburg	\$488.71
276.	Keyshona Stith	\$375.34
277.	Kiara S George	\$27.67
278.	Kiara Walker	\$602.32
279.	Kierra Baker	\$132.77
280.	Kiesha Conner	\$0.00
281.	Kiesha L Curry	\$7.84
282.	Kimberly Hansen	\$262.65 \$157.67
283.	Kimberly A Wilhite	\$31.21
284.	Kimberly D Slaughter	\$703.52
285.	Kimberly Griffin	\$259.34
286.	Kinichia Ruffin	\$24.33
287.	Kinshasa Joyner	\$107.19
288.	Kisha R Stokes	\$288.59
289.	Kitty Wade	\$33.51
290.	Krystal A Harris	\$1,346.34

291.	Krystal Jones	\$757.32
292.	Lache' Caez	\$320.22
293.	Lachelle Adkins	\$37.14
294.	Lachelle Hairston	\$47.98
295.	La-Eric Hall	\$37.32
296.	Lafrance C Cook	\$389.54
297.	Lakeisha M Lewis	\$725.73
298.	Lakeisha Taylor	\$57.34
299.	Lakendra V Greene	\$402.29
300.	Lakeshia Coleman	\$89.39
301.	Lakeshia L Tucker	\$651.25
302.	Lakiesha Gholston	\$861.89
303.	Lakiesha McCaskey	\$1,420.50
304.	LaQuesha Luckett	\$672.27
305.	Laquiesha Gholston	\$823.93
306.	Lareisha E Gillespie	\$33.46
307.	Lareisha Jones	\$55.24
308.	Larray D Daniels	\$75.56
309.	Larnnetia Tyler	\$575.20
310.	Lashell Allen	\$72.84
311.	LaTasha Gholson	\$68.17
312.	Latasha Taylor	\$80.93
313.	Latavia Daniel	\$419.06
314.	Latera Robinson	\$101.54
315.	Latifah Jones	\$407.62
316.	Latisa Thompson	\$107.57
317.	Latisha S Williams	\$1,489.08
318.	Latonia C Good	\$134.11
319.	Latonya M Berry	\$418.86
320.	LaTosha Nelson-Bey	\$74.09
321.	Latoya Gray	\$1,267.02
322.	Latoya McKinsey	\$230.23
323.	Latoya Sellman	\$154.10
324.	Laura Green	\$212.37
325.	Lavonda Thomas	\$68.23
326.	Lee R Wyche	\$508.39
327.	LeeAnn M Stith	\$1,473.05
328.	Leicha Blunt	\$153.32
329.	Lena Williams	\$63.62
330.	Lenaia Francis	\$988.95
331.	Leroy Jones	\$334.89
332.	Leslie G Boone	\$252.26
333.	Lillian Feury	\$1,100.25
334.	Lillian M Hackett	\$482.95
335.	Lillie M Brown	\$522.35

336.	Linda E Roach	\$873.85
337.	Lisa Watson	\$85.07
338.	Lonnie Allen	\$196.22
339.	Loretta Sadler	\$30.88
340.	Lottie White	\$596.74 \$83.67
341.	Lowell Kilby	\$24.62
342.	Lutora A Hunt	\$314.25
343.	Luz Lamberty	\$40.47
344.	Lyonetta Taylor	\$280.56
345.	Maggie Thomas	\$44.60
346.	Malcolm Graves	\$741.01
347.	Mansoor A Khan	\$198.60
348.	Margaret Cotman	\$553.43
349.	Margaret Swann	\$505.18
350.	Margaret Tyler	\$308.35
351.	Marilyn Clary	\$1,139.15 \$409.32
352.	Marion Studivant	\$525.86
353.	Markieca White	\$0.00
354.	Martin Parker, S	\$214.94
355.	Marvin A Williams, Jr.	\$5.24
356.	Mary A Jones	\$338.58
357.	Mary Berry	\$438.10
358.	Mary E Todd	\$23.24
359.	Mary Studivant	\$306.90
360.	Mary Towler	\$321.89
361.	Matthew Pitt	\$168.23
362.	Maybelline Illas	\$49.53
363.	Meisha A Faison	\$127.07
364.	Mekiyah Kidd-bey	\$228.85
365.	Melissa A Williams	\$5.01
366.	Melissa Desbiens	\$42.32
367.	Melissa Dickens	\$665.05
368.	Meloney Taylor	\$167.82
369.	Mercedes Hall	\$152.88
370.	Michael Harris	\$568.45 \$434.84
371.	Michael Spratley	\$28.69
372.	Michael White	\$122.27
373.	Michelle Allen	\$183.21
374.	Michelle Miles	\$821.00
375.	Mildred Hill	\$175.34
376.	Milkayla Valentine	\$47.94
377.	Minnay L Adkins	\$124.98

378.	Miriam R Cardona	\$48.11
379.	Monica E White	\$634.71 \$56.90
380.	Monique D Jones	\$275.41
381.	Monique Hill	\$291.59
382.	Monique Morse	\$181.27
383.	Morgan Jefferson	\$225.60
384.	Mykiala Williams	\$507.94
385.	Myra Spriggs	\$430.52
386.	Naquesha Peters	\$146.90
387.	Nastasha Morse	\$834.98 \$279.97
388.	Natalie Stokes	\$171.54
389.	Natalie Brown	\$605.88
390.	Natasha Bartley	\$77.48
391.	Natasha Brown	\$646.18
392.	Natasha Jefferson	\$24.52
393.	Natasha Jones	\$842.83
394.	Natasha N Rollins	\$1,435.15
395.	Natasha Taylor	\$105.07
396.	Nathaniel Jones	\$108.15 \$29.03
397.	Newshia Wooden	\$68.23
398.	Nichole Oliver	\$989.89
399.	Nicole Wilson	\$395.57
400.	Nileketa Gray	\$873.07
401.	Ninockthia Gibbs	\$18.61
402.	Nyesha Rollins	\$486.27
403.	Octavia Byrd	\$82.93
404.	Odessa Conyers	\$598.87
405.	ONeil Gholson	\$740.37
406.	Oneisty T Booker	\$444.62
407.	Pamela Dunston	\$176.91
408.	Patricia A Lewis	\$2,156.62
409.	Patricia Harrison	\$263.00
410.	Patricia J Waddell	\$38.27
411.	Patricia Rhodes	\$575.82
412.	Patricia Stewart	\$344.59
413.	Patricia Yates	\$0.00
414.	Patrick Perdue	\$658.26
415.	Paula Hardy	\$44.80
416.	Paula Ongchangco	\$369.84
417.	Paulette Hendrix	\$72.36
418.	Paulette Reid	\$863.22

419.	Pauline Williams	\$444.11 \$238.25
420.	Philandra Covington	\$10.59
421.	Porcha Thorne	\$451.18 \$194.37
422.	Porsha L King	\$870.52
423.	Princess Crockett	\$308.40
424.	Quantinette S Conner	\$441.55
425.	Quasha' L Pettaway	\$742.17
426.	Queen J Harris	\$886.41 \$35.65
427.	Rachael Phelps	\$190.42 \$112.31
428.	Rachael R O'Berry	\$903.38
429.	Raven Johnson	\$116.60
430.	Rebecca Carpenter	\$134.01
431.	Reashonda Jones	\$0.00
432.	Recia Ellis	\$470.08
433.	Reginald Shands	\$387.24
434.	Renee Chatman	\$455.55
435.	Renee E Broxie	\$71.14
436.	Richard E Ellis	\$115.04
437.	Richard Walker	\$545.79
438.	Robert Stamper	\$89.63
439.	Ronyelle Leach	\$5.05
440.	Rosa Cox	\$1,073.14
441.	Rose Jones	\$21.61
442.	Rose Gholson	\$31.86
443.	Rossellina O McDougal	\$508.72
444.	Royal Allen	\$219.00
445.	Rufus Tyler	\$455.77
446.	Rushell Wright	\$43.10
447.	Russell Grammer	\$462.01
448.	Russell Wortham	\$90.39
449.	Ruth A Sampson	\$1,687.30
450.	Sabrina Green	\$364.92
451.	Sada Wyatt	\$193.97
452.	Sade Broadnax	\$115.50
453.	Samona Johnson	\$178.05
454.	Sandra Beasley	\$204.85
455.	Sandra D Wooden	\$889.48
456.	Sandra M Washington	\$1,426.13
457.	Sara Parcell	\$79.12
458.	Satisha Ford	\$332.89
459.	Scharnette A Starks	\$170.62

460.	Seneca Price	\$377.23
461.	Senona Williams-Taylor	\$179.47
462.	Shade' L Williams	\$150.66
463.	Shakeeta Green	\$977.04
464.	Shakeima Macon	\$474.78
465.	Shakiyla Frazier	\$107.47
466.	Shakiyla Studivant	\$119.18
467.	Shalania Coleman	\$203.77
468.	Shalania Coleman-Ellis	\$231.92
469.	Shanae L Wooden-Hill	\$23.95
470.	Shanequa Ponton	\$1,110.16
471.	Shani Roberts	\$203.88
472.	Shaniqua L Baines	\$78.48
473.	Shaniya Taylor	\$28.39
474.	Shannan Alexander	\$425.87
475.	Shannell Pride	\$927.94
476.	Shantel V Trotter	\$702.89
477.	Shantell Brown	\$701.30
478.	Shaqueen Campbell	\$85.29
479.	Shaquona Pettaway	\$1,164.53
480.	Sharee Cox	\$21.42
481.	Sharika Bland	\$711.96
482.	Sharnice Gholson	\$1,364.46
483.	Sharon L Dugger	\$109.94
484.	Shatterra Brown	\$0.00
485.	Shaunte Grant	\$253.33
486.	Shawnai Evans	\$258.33
487.	Shawnda Peterson	\$16.79
488.	Sheanna Harrison	\$6.73
489.	Shedia Burks	\$592.92
490.	Sheena Jones	\$1,287.17
491.	Shemmeka Ward	\$391.29
492.	Shenekka Williams	\$426.71
493.	Shequita R Dudley	\$189.30
494.	Sherease Booker	\$205.55
495.	Sherelle Cromartie	\$747.75
496.	Sherrita N Anderson	\$217.95
497.	Shinika Clark	\$86.78
498.	Shirley Taylor	\$530.38
499.	Shyrel D Hill	\$67.88
500.	Silvia Merritt	\$352.70
501.	Sophia Kyle	\$789.80
502.	Sophia R Tyler	\$598.25
503.	Sophie M Gaskins	\$476.55 \$38.21

504.	Stacy Hayes	\$266.37
505.	Stephanie D Hall	\$656.86
506.	Stephanie Phillips	\$180.12
507.	Stephanie Robinson	\$379.38 \$51.39
508.	Sterlicia Riley	\$395.98 \$118.74
509.	Sylvia L Armstead	\$22.49
510.	Sylvia T Jones	\$623.90
511.	Symone Thomas	\$160.02
512.	Tabitha D Whitehead	\$137.62
513.	TaJuan M Perry	\$361.08
514.	Takesha L Jones	\$46.04
515.	Takisha R Everette	\$308.38 \$154.15
516.	Tamara Edmonds	\$782.18
517.	Tameka Gilmore	\$240.99 \$144.71
518.	Tammy A Travis	\$502.41
519.	Tammy Allen	\$65.54
520.	Taneka Green	\$36.11
521.	Tanisha Allen	\$721.44
522.	Tanisha Matthews	\$1.06
523.	Tanya Johnson	\$570.41
524.	Tara Mason	\$51.08 \$13.06
525.	Tashaunna Fortune	\$331.45
526.	TaShay Reaves	\$0.00
527.	Tatyana Jones	\$19.72
528.	Tekisha Berry	\$616.98
529.	Te'nere Whitaker	\$154.99
530.	Tenesha Peterson	\$526.03 \$416.70
531.	Tenna Roach	\$117.24
532.	Tequone Diggs	\$134.91
533.	Tera Hampton	\$54.01
534.	Teresa M Green	\$0.00
535.	Terrah M Parrish	\$58.04
536.	Terryona Jones	\$473.96
537.	Theresa A Hurt	\$987.33
538.	Theresa Gray	\$178.46
539.	Thomas D Lowe	\$135.89
540.	Tia Cutler	\$66.48
541.	Tiana Edmonds	\$579.26
542.	Tiara Taylor	\$25.61

543.	Tiffany Boothe	\$515.17
544.	Tiffany Greene	\$155.99
545.	Tiffany Jones	\$46.75
546.	Tiffany Walker	\$123.20
547.	Tina M Smith	\$337.38
548.	Tina S Hayes	\$165.03
549.	Tinecal Roney	\$715.53
550.	Tomesia Tucker	\$71.79
551.	Toni R Jones	\$101.49
552.	Toni Scott	\$895.02
553.	Tonya Batts	\$74.61
554.	Tonya Greene	\$1,591.73
555.	Tonya Gregory	\$131.21
556.	Tonya L Massenburg	\$173.02 \$138.95
557.	Tracy R Ryan-Mack	\$109.35
558.	Traquana Hall	\$88.68
559.	Trease Rollins	\$68.88
560.	Trevette Wyche	\$82.21
561.	Treyonne Carter	\$49.63
562.	Tyana Eggleston	\$0.00
563.	Typress Harris	\$247.29
564.	Udom Hall	\$439.64
565.	Ukeisha Williams	\$1,660.25
566.	Ulysses Blanding	\$19.52
567.	Urbi Stevens	\$96.46
568.	Velda Crockett	\$698.52 \$72.63
569.	Vernell Spratley	\$317.82 \$160.61
570.	Veronica Bright	\$318.04
571.	Veronica Hill	\$480.03
572.	Veronica Myrick	\$607.23
573.	Veronica Taylor	\$0.35
574.	Vicki Collins	\$815.82
575.	Victoria Jackson	\$365.61
576.	Victoria L Mason	\$45.41
577.	Victoria S Jones	\$601.74
578.	Virgina M Blizzard	\$254.99
579.	Virginia Berry	\$107.73
580.	Virginia Claytor	\$83.15
581.	Vonda L Gholson	\$1,438.57
582.	Wanda Morse	\$335.52
583.	Waneka Williams	\$535.62
584.	Waverly Richardson, III	\$49.92

585.	Wayne A Gill	\$387.17
586.	William Allen, Jr.	\$14.96
587.	William Ellis, Jr.	\$665.18
588.	William Morse	\$499.97
589.	William Woodards	\$680.57
590.	Willie E Shands	\$379.68
591.	Willie Studivant	\$511.76
592.	Yanina Jones	\$400.51

593.	Yashica Arthur	\$157.50
594.	Yolonda Taylor	\$192.81
595.	Yvette Tyler	\$543.72
596.	Yvonne Walker	\$693.29
597.	Yvonnta M Stevens	\$1,150.73
598.	Zelpha Nelson-Bey	\$399.92
599.	Zina Graves	\$177.26

Notice of Proposed Hopewell Redevelopment and Housing Authority Class Action Settlement

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF VIRGINIA

Flowers et al. v. Hopewell Redevelopment and Housing Auth., Case No. 3:19-cv-00241

Did you live in a HRHA unit and receive a bill for utility surcharges any time between July 1, 2014, and September 30, 2018? The settlement of this class action lawsuit will affect your rights. You may be able to get money in a class action settlement.

A FEDERAL COURT ORDERED THIS NOTICE. IT IS NOT A SOLICITATION FROM A LAWYER.

1. Why did I get this Notice?

Hopewell Redevelopment & Housing Authority's (HRHA's) records show you are a Class Member in this case. Class members are people who lived in HRHA units who were billed for utility surcharges (excess utility fees) during the time period above. You received this Notice of Proposed Class Action Settlement (Notice) because settlement of this case will affect you, possibly paying you money.

2. What is this Notice about?

This Notice describes a proposed legal settlement in this class action lawsuit. This Notice gives you information so you can decide whether to accept the Settlement, object to the Settlement, or opt out of the lawsuit. This Notice explains the lawsuit, your legal rights, and the benefits that may be available to you. The Settlement is not final until approved by the Court.

3. What is a class action lawsuit?

In a class action, one or more persons, called "Class Representatives," sue on behalf of a group who have similar claims. This group is called the "Class." Each person in the group who does not opt out of the lawsuit is called a "Class Member." The proposed Class Representatives in this case are: Dorothy Flowers, Natalie Brown, Natasha Brown, Curley Dickens, and Velda Crockett.

4. What is the lawsuit about?

Five tenants filed this lawsuit claiming HRHA violated federal and state law. The lawsuit claims HRHA failed to properly set and apply its electric and gas allowances and surcharges. The lawsuit also claims HRHA overcharged tenants and billed tenants for improper late fees.

5. How do I know if I am part of the settlement?

You must be a Class Member. Class Members include persons who:

- a. are a current or former tenant of HRHA;

- b. rented from HRHA between July 1, 2014, and September 30, 2018; and
- c. were subject to HRHA's utility allowance and surcharge procedures.

If all three of these apply to you, you may be able to get money from this lawsuit.

6. What does the settlement provide?

If the Court approves the settlement, HRHA must provide Class Members total relief of \$220,000:

- \$130,000 will be split among current and former tenants overcharged for utility usage between July 1, 2014, and September 30, 2018.
- \$85,000 will be split among current tenants overcharged for utility usage between July 1, 2014, and September 30, 2018.
- \$5,000 will be split among the five Class Representatives.
- \$73,000 will go toward attorneys' fees and costs.

Because of this lawsuit, HRHA will also have to make changes now and in the future. HRHA has started using new, higher allowances. HRHA will make the changes discussed in Section 8 below.

7. How much money may I get in this settlement?

If the Court approves the settlement, HRHA will give refunds as follows:

- Each Class Member household will receive three dollars (\$3.00) for every full month the household rented from HRHA between July 1, 2014, to September 30, 2018.
- Each Class Member household will receive an additional amount based on a percentage of the total surcharges billed to the tenant.
- Each Class Member household who currently rents from HRHA will receive an additional amount based on a percentage of the total surcharges billed to the tenant.

Each class member household will receive a refund check, unless money is owed to HRHA. If the household owes a debt to HRHA or has an outstanding balance, the money will be credited to their account.

8. How much will this settlement give me?

Attachment A lists the specific amounts due to you. If you think this amount is wrong, please bring any information you have about what you were charged to the Legal Aid Justice Center. You don't need to do anything if you think this amount seems right; you will get a credit or a check from HRHA.

9. What else does this settlement give me?

If you are now a tenant in public housing, HRHA has agreed to make the following changes:

- a. **New utility allowances.** Effective January 1, 2019, HRHA set new, higher allowances for gas and electricity based on the average utility usage for HRHA units.
- b. **Improved process to request relief from surcharges.** HRHA has created new policies and procedures to let tenants know about what to do if they think they are being charged too much for utilities, including who to contact on the HRHA staff and how to file a grievance. This must be included in the Admissions and Continued Occupancy

Policy (ACOP). HRHA must notify each tenant upon admission to public housing, and at each lease reading or renewal.

- c. **New billing statements.** HRHA must give tenants more information about their utility surcharges. HRHA must list the meter readings, the dates of the meter readings, the tenant's allowance, usage, overage, and the surcharge.
- d. **Reduced time between usage and billing.** HRHA must work to shorten the time between receipt of the utility bill, calculation of tenant bills, and notice to tenants of a surcharge. Bills must be sent to tenants no later than fourteen (14) days before the payment due date.
- e. **Changes to the ACOP.** Effective July 10, 2018, HRHA amended its ACOP to comply with federal law regarding notices to tenants with disabilities or special needs.
- f. **Change to late fee collection.** HRHA must change its lease so late fees and other non-rent charges are not treated as rent. This is helpful to residents because it makes it harder for HRHA to evict people.
- g. **Training.** HRHA must make sure staff is trained on surcharge procedures, tenant requests for relief from surcharges, and the grievance procedure for tenants to contest charges. HRHA will make sure all staff involved in meter reading are properly trained to determine excess utility consumption and use quality control measures.
- h. **Audit Procedures.** Housing Managers must audit all meter readings and look for errors before any surcharge is billed. If an audit shows a meter reading is incorrect, Housing Managers must notify the tenant and determine if any refund or credit is needed.
- i. **Lease changes.** HRHA has changed its lease to state whether a tenant has submetered utilities. The lease must list each tenant's specific utility allowance in the lease.

10. What are my legal rights and options?

You can:	
Do nothing . . .	You will get a credit and/or a check as stated above. If your address changes, let HRHA know. The process will be complete when you receive your credit and/or check. You do not have to be present at the hearing to get your portion of the settlement money.
Exclude yourself, which means taking yourself out of the settlement class . . .	You will get no credit and/or check. This is the only option that allows you to file your own lawsuit against HRHA about the legal claims in this case. (Details below in #11.)
Object . . .	You can write to the Court saying you do not like the settlement. You must tell the court why you object. (Details below in #12.)
Get a lawyer . . .	You have the right to get your own lawyer to represent you if you want.

11. How may I exclude myself from this settlement?

You must "opt out" by _____, to exclude yourself from the lawsuit. If you opt out, the Settlement will not affect you, and you will NOT get any settlement money. You will still have a legal right to bring a claim against HRHA regarding surcharges. You may have the right to bring your own lawsuit against HRHA within the time allowed by law for the claims in the lawsuit.

If you do not opt out by _____, you will be included in the Settlement and you cannot bring a separate lawsuit covering the same claims as this lawsuit.

To opt out from the class action, you must send a letter to the Court clearly stating you want to opt out of this case. Include in your letter the name of this lawsuit (*Flowers et al. v. HRHA*, Case No. 3:19-cv-00241) and send it to:

Clerk of the Court
U.S. Courthouse
701 East Broad Street
Richmond, VA 23219

Before you choose to opt out of the class action, you should consult a lawyer about your rights. Please do not phone the Court about your decision.

12. What if I think the settlement is unfair?

If you want to disagree with the settlement, you must file an objection with the Clerk of the Court by _____. As a Class Member, you may object to the settlement if you think any part is unfair, unreasonable, or inadequate. Federal Judge _____, will hold an in-person hearing at _____ on _____, at the United States Courthouse, 701 East Broad Street, Richmond, VA 23219. He will decide if the settlement is fair, reasonable, and adequate.

To object, you must send a letter stating you object to the settlement in the *Flowers* case. Be sure to include: (1) the name of this lawsuit (*Flowers et al. v. HRHA*, Case No. 3:19-cv-00241); (2) your full name, current address, and telephone number; (3) the reasons you object to the settlement; and (4) your signature. Mail or deliver the objection to the three addresses below. They must get it no later than _____. You must also file a statement with the Court listing the date you mailed or delivered your objection to Class Counsel and Defense Counsel.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court 701 East Broad St. Richmond, VA 23219	Legal Aid Justice Center 626 East Broad Street St. Suite 200 Richmond, VA 23219	James L. Chapman IV Darius K. Davenport, Sr. Crenshaw, Ware & Martin, P.L.C. 150 West Main St. Suite 1500 Norfolk, VA 23510

13. How do I find out more?

If you want more information, or don't understand this notice, you can go to the following website, www.justice4all.org, or **contact:**

Sylvia Cosby Jones
626 East Broad Street, Suite 200
Richmond, VA 23219
804-521-7305 Phone

14. Who are the lawyers and how are they paid?

The Court appointed these lawyers for the purpose of this Settlement:

Rachel McFarland, VSB #89391
Sylvia Cosby Jones, VSB #35870
Brenda Castañeda, VSB #72809
Mary DeVries, VSB #88186
Caroline Klosko, VSB #78699
LEGAL AID JUSTICE CENTER
626 East Broad Street, Suite 200
Richmond, VA 23219
804-643-1086 Phone
804-643-2059 Fax

Larry Eisenstat, *pro hac vice*
CROWELL & MORING LLP
1001 Pennsylvania Avenue, N.W.
Washington, DC 20004
202-624-2600 Phone
202- 628-5116 Fax

Class Counsel represent all Class Members. Class Counsel has worked on this case for several years, a total of over 1300 hours on this case. Class Counsel will spend more hours as part of the settlement process. The Settlement provides Class Counsel will receive \$73,000 in legal fees. These amounts cover only a portion of their fees. The law firms agreed to reduce their fees because of their goal to increase justice and provide legal services to people unable to afford them.

**Flowers et al., Class Action Notice
Attachment A**

Current Tenant Name
Street Address
City, State, Zip Code

The HRHA records in the lawsuit show you were charged \$_____ in surcharges for usage between July 1, 2014, and September 30, 2018. During this period, you were a tenant at an HRHA property for _____ full months. You will get a credit to your rental account totaling \$_____. You will get a refund check totaling \$_____.

This credit is made up of: \$_____ for each full month you were a tenant at an HRHA property, \$_____ based on a percentage of the surcharges you were billed for usage, and \$_____ as a credit toward future account charges.

You may still owe money to HRHA after your credit is applied. If you owe money to HRHA, you should contact HRHA to arrange a payment plan.

Former Tenant Name
Street Address
City, State, Zip Code

The HRHA records in the lawsuit show you were charged \$_____ in surcharges for usage between July 1, 2014, and September 30, 2018. During this period, you were a tenant at an HRHA property for _____ full months. You have an outstanding balance of \$_____. The total amount due to you is \$_____. You will receive \$_____ in a check.

This payment is made up of: \$_____ for each full month you were a tenant at an HRHA property, and \$_____ based on a percentage of the surcharges you were billed for usage.

You may still owe money to HRHA after your credit is applied. If you owe money to HRHA, you should contact HRHA to arrange a payment plan.



HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY 2019

Submitted by Quadel Training and Consulting, LLC

HRHA BOARD APPROVED MARCH 11, 2019

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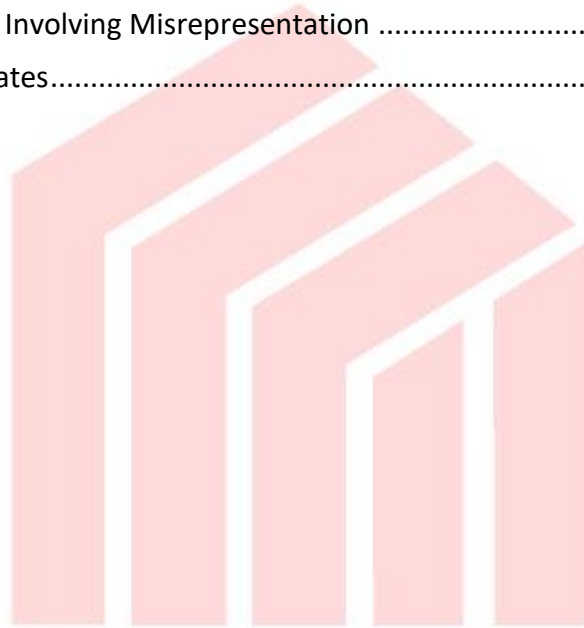
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CHAPTER 1: PROGRAM AUTHORITY AND OBJECTIVES

Link: [United States Housing Act of 1937](#)

The Hopewell Redevelopment and Housing Authority (HRHA) manages the Public Housing Program and other housing programs in the geographic area covering Hopewell, VA. Through its assisted housing programs, eligible families are provided the opportunity to obtain decent, safe and sanitary housing.

Administration of HRHA's Housing Programs and the functions and responsibilities of HRHA staff are in compliance with HRHA's policies and procedures, the Department of Housing and Urban Development's (HUD) regulations, and all applicable Federal, State and local fair housing laws.

Applicable Regulations

[24 CFR Part 1](#): Nondiscrimination in Federally Assisted HUD Programs

[24 CFR Part 5](#): General HUD Program Requirements

[24 CFR Part 8](#): Nondiscrimination

[24 CFR Part 35](#): Lead-Based Paint

[24 CFR Part 100](#): Discriminatory Conduct Under Fair Housing Act

[24 CFR Part 902](#): Public Housing Assessment System

[24 CFR Part 903](#): Public Housing Agency Plans

[24 CFR Part 945](#): Designated Housing

[24 CFR Part 960](#): Admission and Occupancy Policies

[24 CFR Part 965](#): HRHA-Owned or Leased Projects – General Provisions

[24 CFR Part 966](#): Lease and Grievance Procedures

HRHA Mission Statement

To promote adequate, safe and affordable housing; to enhance resident's quality of life, promoting economic opportunity and a suitable living environment free from discrimination.

Purpose of the Admissions and Continued Occupancy Policies (ACOP)

Link: [24 CFR Part 903](#)

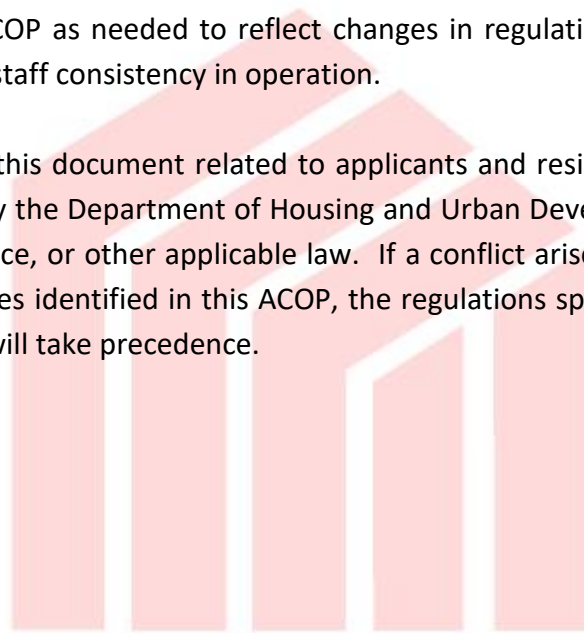
This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the HRHA to govern the Public Housing Program. Policies contained in this ACOP can be revised only by Board resolution and, if the revision is significant, by amending the Annual Plan.



The ACOP establishes policies for implementation and administration of the Public Housing Program by HRHA. Where policies are open to determination by the PHA, this Policy sets forth HRHA's policies. The ACOP is designed to be used with a series of Procedures referenced throughout the Policy. The procedures describe how this policy is carried out. Operational details, methods and systems are contained in procedures. The HRHA will update or issue new procedures as necessary.

HRHA will review the ACOP as needed to reflect changes in regulations, HRHA operations, or when needed to ensure staff consistency in operation.

Issues not addressed in this document related to applicants and residents (also referred to as families) are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD guidance, or other applicable law. If a conflict arises between or among the regulations and/or policies identified in this ACOP, the regulations specifically promulgated for the applicable program will take precedence.



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CHAPTER 2: GENERAL ADMINISTRATIVE PROVISIONS AND POLICIES

Confidentiality and Privacy Policy

Link [24 CFR 5.212](#); [HUD Form 9886 \(English\)](#); [HUD Form 9886 \(Other Languages\)](#)

It is the policy of HRHA to guard the privacy of applicants and residents, and ensure the protection of records in accordance with the Privacy Act of 1974. HRHA will not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law.

This privacy policy does not limit HRHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy, and does not prohibit the HRHA from disclosing information to local law enforcement if the resident is suspected of being involved in criminal or legal activity.

All applicant and resident information will be kept in a secure location and access will be limited to authorized HRHA staff. HRHA staff will not discuss personal family information unless there is a business reason to do so.

Record Retention Policy

Link [24 CFR 908.101](#); [24 CFR 35 Subpart B](#)

During the term of each public housing tenancy, and for at least four years thereafter, the HRHA will keep all documents related to a family's eligibility, tenancy, and termination.

In addition, the HRHA will keep the following records for at least four years:

- An application from each ineligible family and notice that the applicant is not eligible
- Lead-based paint records
- Documentation supporting the establishment of flat rents and the public housing maximum rent
- Documentation supporting the establishment of utility allowances
- Documentation supporting PHAS scores
- Accounts and other records supporting the budget and financial statements for the program
- Other records as determined by the HRHA or as required by HUD



- Longer retention requirements may apply for citizenship status hearing documents

Records for Environmental Intervention Blood Lead Level

Link: [HUD PIH Notice 2017-13](#)

The HRHA will provide the public health department, the local HUD Field Office and HUD's Office of Lead Hazard Control (OLHCHH) written notice of the name and address of any child identified as having an environmental intervention blood lead level within 5 business days of obtaining this information.

Upfront Income Verification (UIV) Records

HRHA that access UIV data through HUD's Enterprise Income Verification (EIV) System are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper).

Criminal Records

Link: 24 CFR 5.903; 5.905

HRHA may only disclose the criminal conviction records which HRHA receives from a law enforcement agency to officers or employees of HRHA, or to authorized representatives of HRHA who have a job-related need to have access to the information.

HRHA has established a system of records management that ensures that any criminal record received by HRHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing an informal hearing and the disposition of that action.

Medical/Disability Records

HRHA are not permitted to inquire about the nature or extent of a person's disability. HRHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If HRHA receives a verification document that provides such information, HRHA should not place this information in the tenant file. HRHA should destroy the document.



CHAPTER 3: GENERAL FAIR HOUSING POLICIES

Nondiscrimination Policy

Links: [Fair Housing Act \(42 U.S.C\)](#); [Section 504 of the Rehabilitation Action of 1973](#); [Joint Statement of HUD and DOJ 5/17/14](#)

It is the policy of the HRHA to accept applications for housing from all persons regardless of race, color, religion, sex, sexual orientation, sexual identity, national origin, source of income, familial status, disability, or elderliness. In the selection and admission of tenants the Authority will not discriminate because of race, color, religion, sex, sexual orientation, sexual identity, national origin, source of income, familial status, disability, or elderliness. The Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity to all. HRHA will make such physical and/or procedural changes as will reasonably accommodate people with disabilities. No quotas or other devices, except as necessitated by allocation of units to ranges of specified rent, will be established to limit the number of such families in residence.

HRHA is an equal housing opportunity provider. HRHA does not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). HRHA does not interfere, threaten, or coerce persons in the exercise of their fair housing rights. HRHA does not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

Complying with Civil Rights Laws

It is the policy of the HRHA to comply with all federal, state and local non-discrimination laws, rules and regulations governing fair housing and equal opportunity in housing and employment now in effect and subsequently enacted, including, but not limited to:

- [Title VI of the Civil Rights Act of 1964](#), which forbids discrimination on the basis of race, color, religion, national origin or sex.
- [Title VIII of the Civil Rights Act of 1968](#) (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination
- [Executive Order 11063](#)
- [Section 504 of the Rehabilitation Action of 1973](#), which describes specific housing rights of persons with disabilities
- [Age Discrimination Act of 1975](#)



- [Title II of the Americans with Disabilities Act](#), otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units)
- [Violence Against Women Reauthorization Act 2013](#) (VAWA)
- Any applicable State laws or local ordinances that may apply

HRHA will provide information to applicants at the time of admission and residents at the time of annual re-examination about civil rights requirements.

HRHA's housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status. HRHA inquire not about the sexual orientation or gender identity of an applicant or resident for purposes of determining eligibility or otherwise making such housing available. The HRHA will not discriminate because of race, color, marital status, sexual orientation, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities.

Upon receipt of a complaint from an applicant or resident alleging a violation of the Equal Access Rule, HRHA will determine if a program violation occurred, provide written notice and implement appropriate corrective action(s). HRHA will provide the Fair Housing Coordinator with copies of all complaints. The HRHA Fair Housing Coordinator will keep records of all complaints, investigations, notices and corrective actions and will provide a report of such records to HUD no less frequently than annually¹. HRHA may also advise the family to file a Fair Housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

Applicants or resident families who believe that they have been subject to unlawful discrimination may notify the HRHA either orally or in writing. Notifications made orally will be documented in writing by HRHA staff including: complaint description, applicant/resident name, date, and HRHA staff taking complaint. The HRHA will attempt to remedy discrimination complaints made against the HRHA. The HRHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

Fair Housing Coordinator, Steven Benham
Hopewell Redevelopment and Housing Authority
P. O. Box 1361

¹ Although in 2017-2018 HRHA shall provide this report semi-annually per the Hopewell Conciliation Agreement and Voluntary Compliance Agreement



Hopewell, Virginia 23861
Tel: 804-458-5160

Director
Office of Fair Housing and Equal Opportunity
Virginia State Office of the U. S. Department of Housing and Urban Development
600 E. Broad Street
P. O. Box 90331
Richmond, Virginia 23219

Administrator
The Virginia Fair Housing Office
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233

Language Assistance Plan and Limited English Proficiency Policy

Link: [Federal Register 1/22/07, 24 CFR 1](#)

The HRHA is committed to providing meaningful access to its programs and services to all eligible applicants and residents. The HRHA is committed to providing meaningful access to its programs and services to all eligible persons, including those who have Limited English Proficiency because of their national origin. HRHA will take affirmative steps to communicate with people who need services or information in a language other than English. LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Policy, LEP persons are HCV program applicants and participant families.

HRHA has determined that the majority of tenants speak English, The HRHA staff can communicate in: English and Spanish. Given very limited resources HRHA will not develop a written LEP plan, but will consider alternative ways to communicate and provide meaningful access.

Every year, as part of HRHA's annual plan process, the need for a LEP Plan will be reviewed and a Plan created if needed. The review will assess whether there have been any significant changes in the composition or language needs of the LEP population. The HRHA will analyze the various



kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken if the costs imposed do not substantially exceed the benefits.

If in the future HRHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) developing, monitoring and updating the LEP plan as needed.

LEP Options

- When LEP persons request, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the HRHA: the staff communicate in English. The interpreter may be a family member or friend.
- The HRHA will utilize a language line for telephone interpreter services.
- HRHA will inform the tenant association of language assistance services.
- HRHA will not provide written translation but will provide written notice in the primary language of the LEP language group of the right to receive oral interpretation of those written materials, free of cost. Translation may also be provided orally.

Family Outreach

Link: [24 CFR Part 903.2; 24 CFR 903.7](#)

The HRHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families. When the HRHA's waiting list is open, HRHA will publicize the availability and nature of housing assistance through a newspaper of general circulation, and if funding is available local radio station. Notices will be provided in English. Efforts will be made to notify local officials, government agencies, and agencies that specifically address the needs of individuals with disabilities.

HRHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in HRHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.



Affirmatively Furthering Fair Housing

Link: [24 CFR 960.103](#)

HRHA will affirmatively further fair housing by marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those group in the eligible population of the area. HRHA will review these factors regularly to determine the need for and scope of affirmative marketing efforts.

Deconcentration Policy

Link [24 CFR 903 Subpart A](#)

HRHA's de-concentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to extremely low income families, will be to admit higher income families to lower income developments, and lower income families to higher income developments. In the event that the target goal is not being met, HRHA may skip families with higher preference or earlier date/time in order to reach a family of the extremely low income level.

Reasonable Accommodations

Link: [24 CFR Part 8](#), [24 CFR Part 966.7\(b\)](#)

The HRHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from or otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of the HRHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation and is verified as having the need such as an accessible feature or modification to a PHA policy, PHA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program: or an undue financial and administrative burden. In such a case, the HRHA will make another accommodation that would not result in a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from a program or activity.

HRHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, re-examination documents, and notice of adverse action. The



notice will include the name and phone number of the HRHA contact person for requests for accommodation for persons with disabilities.

The HRHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the HRHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is made orally, the HRHA will document the request in writing including: request specifications, family name, date, and HRHA staff taking request.

If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to fully access and utilize the HRHA's housing programs and related services, the HRHA will verify and evaluate the request. The HRHA is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.

HRHA will post a copy of this Reasonable Accommodation Policy in the administrative office located in 350 E Poythress St., Hopewell, VA 23860 ; and, the management office in each public housing development. In addition. Individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from the PHA's Section 504/ADA Coordinator.

Legal Authority

This Policy is in compliance with the statutory authority listed below:

- [Section 504 of the Rehabilitation Act of 1973 \(Section 504\);](#)
- [Titles II and III of the Americans with Disabilities Act of 1990 \(ADA\);](#)
- [The Fair Housing Act of 1968, as amended \(Fair Housing Act\);](#)
- [The Architectural Barriers Act of 1968;](#) and
- [24 CFR Part 8 Subpart C](#)
- DOJ/HUD Joint Statement on Reasonable Accommodations;
- DOJ/HUD Joint Statement on Reasonable Modifications;
- HUD Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate- Related Transactions;
- FHEO Notice 2013-01: Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs; and
- 42 U.S. Code § 3604: the Fair Housing Act prohibition regarding discrimination against families with children

Definition of Disability

Person with disabilities is a person who:



- Has a disability, as defined in [42 USC 423](#);
- Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently, and
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - Has a developmental disability as defined in [42 USC 15001](#)
- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- Means “individual with handicaps”, as defined in [24 CFR 8.3](#) of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Examples of Reasonable Accommodations

- Allowing a larger unit size
- Allowing a live-in aide
- Allowing a service animal
- Community service exemption
- Transfer: Examples of a reasonable accommodation transfer include, but are not limited to:
 - A transfer to a first floor unit for a person with mobility impairment, or
 - A transfer to a unit with accessible features.
- Exemption from the two year no transfer policy if a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines
- Alternative measures instead of lease termination
- Rescheduling appointments and/or hearings
- Attendance at a hearing of any other person approved by the HRHA
- Permitting an outside agency or family member to assist in an interview or meeting
- Permitting applications and re-examinations to be completed by mail

HRHA’s reasonable accommodation procedures are stated in the HRHA Reasonable Accommodation Procedure.



Monitoring and Enforcement

The HRHA's Section 504/ADA Coordinator is responsible for monitoring PHA's compliance with the Reasonable Accommodation policy. Individuals who have questions regarding the Reasonable Accommodation policy, its interpretation or implementation should contact HRHA's Section 504/ADA Coordinator in writing, by telephone or by appointment, as follows:

Denial and Appeal of Reasonable Accommodation

The public housing applicant or resident may file a complaint in accordance with HRHA's Grievance Procedure following a formal determination by the HRHA's 504 Coordinator.

An applicant or resident may, at any time, exercise their right to appeal a PHA decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

The Virginia Fair Housing Office
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233

Live in Aide Policy

Link: [24 CFR 5.403](#); [24 CFR 8](#); [24 CFR 5.609\(c\)\(5\)](#); [24 CFR 966.4\(d\)\(3\)\(i\)](#)

The HRHA will approve a live-in aide if needed for families with an elderly or near elderly member, or as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities.

Live-in aide means a person who resides with one or more elderly persons, or near- elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons
- Is not obligated for the support of the persons, and
- Would not be living in the unit except to provide the necessary supportive services

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and will not be considered a remaining member of a resident family.



A family's request for a live-in aide must be made in writing. HRHA will verify the request. For continued approval, the family must submit a new, written request, subject to the HRHA verification at each annual re-examination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

- Not obligated for the support of the person(s) needing the care, and
- Would not be living in the unit except to provide the necessary supportive services.

The HRHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if the person:

- Does not meet HRHA's screening and suitability criteria
- Would cause the current unit to become overcrowded according to HRHA standards and local codes
- Falls under any category listed in this Policy in the Denials of Admission Section
- Is on the HRHA Trespass List

Physical Impairment Policy

Link: [24 CFR Part 8.6](#)

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication is available at the HRHA Office.

When visual aids are used in meetings or presentations, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant or resident) to receive, interpret and explain housing materials and be present at all meetings.

VAWA: Violence against Women Reauthorization Act Policy

Link: [Violence Against Women Reauthorization Act 2013](#); [24 CFR 5 Subpart L, PIH Notice 2017-08](#)

This Policy is applicable to all federally subsidized public housing administered by HRHA. HRHA will not discriminate against an applicant or resident on the basis of the rights or privileges provided under the VAWA. This policy is gender-neutral, and its protections are available to



persons who are victims (including affiliated individuals) of domestic violence, dating violence, sexual assault or stalking.

The HRHA will not deny admission to the public housing program to any person because that person is or has been a victim or affiliated individual of domestic violence, dating violence, sexual assault or stalking; provided that such person is otherwise qualified for such admission. In addition to prohibiting a denial, termination, or eviction based on the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, HRHA will not deny admission to an applicant based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

VAWA - Notification of Rights

The HRHA will enclose in each application packet a notice advising applicants of their rights under VAWA. The HRHA will notify residents of their rights under VAWA during the annual re-examination process and with any adverse action notice along with a copy of the form HUD form 5380 (Notice of Occupancy Rights); HUD form 5382 (Certification of VAWA)([alternate languages](#)).

VAWA - Confidentiality

All VAWA information provided to the HRHA, including the fact that an individual is a victim of domestic violence, sexual assault, dating violence, sexual assault or stalking (VAWA violence); will be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is:

- Requested or consented to by the individual in writing
- Required for use in an eviction proceeding
- Otherwise required by applicable law

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, HRHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

VAWA - Documentation

When a resident family is facing lease termination because of the actions of a resident, household member, guest, or other person under the resident's control and a resident or immediate family member of the resident's family claims that she or he is the victim or affiliated individual of such actions and that the actions are related to VAWA violence, the HRHA will request in writing that the individual submit documentation within fourteen (14) business days affirming that claim. The



written request will include instructions on where, when, and to whom the documentation must be submitted. It will also state the consequences for failure to submit the documentation by the deadline. HRHA may choose to extend the 14 day requirement to provide documentation or may choose to waive the requirement based on the circumstances surrounding the claim.

The individual may satisfy this request by providing any one of the following documents as described under 24 CFR 5.2007(b)(1):

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

VAWA Lease Bifurcation

The HRHA may bifurcate a family’s lease and terminate the tenancy of the culpable family member if the HRHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members. In making its decision, the HRHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066, HUD-5832) or other documentation of abuse submitted to the HRHA by the victim.

If the HRHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, policies in this ACOP and the HRHA VAWA Procedure. If necessary, the HRHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, the HRHA may



refer the remaining family members to a victim service provider or other agency with shelter facilities.

Limitation On VAWA Protection

VAWA does not limit HRHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, or stalking providing that HRHA does not subject the victim to a more demanding standard than the standard to which it holds other tenants.

VAWA does not limit HRHA's authority to terminate the tenancy of any public housing tenant if HRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, HHA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking
- Whether the threat is a physical danger beyond a speculative threat Whether the threat is likely to happen within a short period of time
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest HHA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.



CHAPTER 4: APPLYING TO THE PROGRAM AND WAITING LIST

Application Process

Link: [24 CFR 1.4](#), [24 CFR 960.202](#)

The HRHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. HRHA will advertise through a wide variety of sources including local and State newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. An effort will also be made to notify elected officials, government agencies and other agencies that specifically address the needs of individuals with disabilities.

Notices will include: the dates, times and locations where families may apply; the method for acceptance of application; instructions for electronic submission of applications in the event such technology is available, the program for which applications will be taken and; a brief description of the program.

No one will be denied the right to request or submit an application when the Low Income Public Housing waiting list is open. However, depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, the HRHA may only accept applications from any family claiming preference(s).

Completed pre-applications must be submitted in the manner specified (e.g. post office box or address; on-line via the internet). HRHA reserves the right to accept pre-applications electronically via the internet or other automated system (including via telephone and/or with assistance from an HRHA-authorized third-party via telephone) as deemed appropriate. HRHA does not charge any fee for any part of the pre-application or application process.

Only those pre-applications received by the due date as indicated by a postmark or other appropriate electronic submission verification tool during the time-period specified by HRHA will be accepted as eligible pre-applications. The date the pre-application is received is the date it is postmarked or submitted electronically.

In the event that on-line applications are utilized and an applicant needs assistance completing or submitting the on-line application, assistance may be provided over the phone or via other means as identified by HRHA. When the HRHA waiting list is open, HRHA will offer all applicants the opportunity to be listed on other PHA Program waiting lists, if open.



Preferences

Link: [24 CFR 960.202](#)

HRHA will prioritize its waitlist by points. Points will be based on the head of household status.

- Involuntary displaced or about to be involuntary displaced by government action, fire, natural disaster, domestic violence, to avoid reprisals, hate crimes, or due to the inaccessibility of unit.
- Involuntary displaced due to a real estate acquisition by HRHA.
- Residency Preference – Families that live and /or work in Hopewell.
 - Working Families - Head of household or spouse or sole member is aged 62 or older or is a person with disabilities or where the head of the household is the primary caregiver for a disabled household member. Minimum works hours 15 per week for non-elderly and non-disabled.
 - The Residency Preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.
- Veterans - Persons who were honorably discharged or under other than dishonorable conditions.
- Homeless persons – individuals with this preference will provide verification of status through an organization identified through the State or Local continuum of care.
- Olmstead Preference – Applicant families with disabilities who reside in institutions who are ready to leave the institution for community based living.

Within each preference category, applicants will be selected in order of the date and time of their application or randomized lottery number depending of the method established for the wait list opening.

Single applicants who are elderly or disabled single persons will be assisted before other single persons.

When adopting a new preference, HRHA will notify all applicants on the current waiting list to determine if any are eligible under the preference ((c)). HRHA will specify in a public notice of a waiting list opening that current waiting list applicants may qualify for the preference. The notice will include any other information new applicants and current applicants on the waiting list will need to know about how to successfully apply and establish their preference status, including any partnering agencies with whom the owner may be working to receive referrals or determine preference eligibility.



If an applicant makes a false statement in order to qualify for a Local preference, HRHA will deny the preference.

If the HRHA denies a preference, HRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting review with the Executive Director or his/her designee.

If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if he/she believes they have been discriminated against.

Changes in an applicant's circumstances while on the wait list may affect the family's entitlement to a preference. Applicants are required to notify the HRHA in writing when their circumstances change.

When an applicant claims an additional preference, he/she will be placed on the waiting list in the appropriate order determined by the newly –claimed preference.

The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that he/she were eligible for the first preference before he/she returned to the waiting list with the new preference.

Waiting List Placement

Link: [24 CFR 960.206](#)

It is HRHA's policy that each applicant will be assigned an appropriate place on a jurisdiction-wide Waiting List unless the applicant has applied for a development subject to a site -based Waiting List. Applicants will be listed in sequence based upon size and type of unit required, preference, date and time the application is received (or randomized lottery number if based on an on-line application process), and for site-based, the site in which he/she wish to reside for applicable designated developments. In filling actual or expected vacancies, HRHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of filling units timely, and accomplishing deconcentration of poverty and income-mixing objectives. HRHA will offer the unit in the proper applicant sequence until it is accepted.

HRHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance). Where the family is determined to be ineligible, HRHA must notify the family in writing. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.



When the waiting list is open, any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application, even if applications are only being accepted from specific groups and the family may not qualify. Based on the HRHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

Applicants who owe money to HRHA or any other housing authority will be placed on the waiting list but will not be offered a unit until their debt is paid in full. There is a four year statute of limitation, which ends the latter of: four years from the date the debt became delinquent, or four years from the date the final payment would have been due if a repayment agreement was signed by the former resident.

Income Targeting Policy

Link [24 CFR 960.202\(b\)](#)

The HRHA will monitor progress in meeting the Extremely Low Income (ELI) requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

Fungibility

Link [Quality Housing and Work Responsibility \(QHWRA\) Act of 1998](#)

HRHA will exercise fungibility between the Housing Choice Voucher and public housing programs as allowed by HUD to meet income targeting requirements and as also stated in the HRHA's Administrative Plan.

Offer of Placement on the Section 8 Waiting List

HRHA does not maintain a merged Waiting List for the public housing and the Housing Choice Voucher Program. Per 24 CFR 982.205, if the Section 8 Waiting List is open when the applicant is placed on the public housing list, HRHA will offer to place the family on both Lists. If the public housing Waiting List is open at the time an applicant applies for Section 8, HRHA will offer to place the family on the public housing Waiting List so long as units of appropriate size are managed by HRHA.

Opening and Closing the Waiting List

HRHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. Any decision to open or close a waiting list will be recommended by HRHA's Executive Director and brought before HRHA's Board of Commissioners. The decision to close the waiting list will be based on the number of applications available for a particular size



and type of unit and the ability of HRHA to house an applicant in an appropriate unit within a reasonable period of time.

HRHA may open the waiting list to preference-eligible only families, special populations only, or, if HRHA has site based waiting lists, it may open waiting lists for specific sites.

When HRHA opens the waiting list, HRHA will advertise through public notice in the following newspapers, minority publications and media entities. Location(s) and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, and other media. To reach persons with disabilities or special populations, HRHA will provide notice to local organizations representing the interests and needs of the disabled/special.

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

The notice at a minimum will contain:

- The dates, times, and the locations where families may apply.
- Any system of site-based waiting list(s) offered by HRHA
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.

The open period will be long enough to achieve a waiting list adequate to cover projected turnover over the next twelve (12) months. HRHA will give at least five (5) days' notice prior to closing the list. HRHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next twelve(12) months. Suspension of application taking is announced in the same way as opening the waiting list. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

HRHA will purge the waiting list as needed contacting applicants to determine their continued interest in the program. Those applicants who indicate they are no longer interested or fail to respond to a purge letter will have their names removed from the waiting list. At the time of initial application, HRHA will advise families of their responsibility and requirement to notify HRHA in writing when mailing address or telephone numbers change.

Maintaining the Waiting List

As authorized by the Quality Housing and Work Responsibility Act of 1998, HRHA has implemented site-based waiting lists. HRHA uses site-based waiting lists in accordance with



HRHA's Annual Plan and any updates submitted in compliance with the Quality Housing and Work Responsibility Act of 1998.

The waiting list will contain the following information for each applicant listed:

- Name and address of head of household
- Unit size required (number of family members)
- Social security number (head of household)
- Amount and source of annual income
- Date and time of application

HRHA will administer its waiting list as required by 24 CFR Part 5, Subpart E and Subpart F, Part 945 and 24 CFR 960, Subpart B. The waiting list will be maintained in accordance with the following guidelines:

- The application will be a permanent part of the file.
- All applicants in the pool will be maintained in order of preference and in order of date and time of application receipt.
- Applications equal in preference will be maintained by date and time sequence.
- Applicants may qualify for more than one preference.
- All applicants must meet applicable income and other eligibility requirements as established by HUD and HRHA.

Every reasonable action will be taken by HRHA to assure that applicants can make informed choices regarding the development(s) in which they wish to reside. HRHA will disclose information to applicants regarding the location of available sites. Site selection specific criteria may also be required for a specific development. Site-specific criteria may include employment, sustaining employment, criminal history, utility requirements, credit checks, landlord references, age, minimum incomes, etc.

The waiting list will be reviewed and an electronic copy stored at the end of every month and at the end of the fiscal year will be maintained on a rolling base of 3 years.

Updating the Waiting List

The waiting list will be updated as needed to ensure that all applicant information is current. The update letter will state that failure to respond will result in the applicant being removed from the waiting list without further notice. The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by the HRHA not later than 10 business days from the date of HRHA's letter. If the family fails to respond within 10 business days, the family will be removed from the waiting list without further notice. If the



notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice. If the notice is returned by the post office with a forwarding address, the notice will be resent to the address indicated. The family will have 10 business days to respond from the date the letter was resent.

When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent the HRHA from making an eligibility determination; therefore no informal hearing is required. If the family is removed from the waiting list for failure to respond, the Deputy Executive Director or Executive Director may reinstate the family if s/he determines the lack of response was due to HRHA error, or to circumstances beyond the family's control.

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

Family Changes Prior to Unit Offer

Changes that occur during the period between certification of eligibility and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment and must be re-verified prior to making the offer. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals).

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open. When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HRHA will make the decision taking into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- Any possible risks to family members as a result of domestic violence or criminal activity;
- Recommendations of Social Service Agencies, and;
- Which family member applied as Head of Household.

When a family is on the wait list and the head of household is deceased, an adult member who has court ordered final custody of the children listed on the application will be allowed to retain



the original application position. The family will take the appropriate place on the waiting list according to the date they first applied.

Removal from the Waiting List

The HRHA will remove applicants from the waiting list if:

- The applicant has requested that their name be removed. In such cases no informal hearing is required.
- The applicant has failed to advise the HRHA of his/her continued interest in HRHA's housing programs during the waiting list update. This includes failing to notify the HRHA of any changes in family status, address, etc.
- The applicant fails to keep a scheduled interview or move in date
- The applicant fails to have money at lease reading
- The applicant fails to respond to the Authority concerning information that is necessary to process the application or request from HRHA to update information on their application.
- HRHA determines that the family is not eligible for admission at any time while the family is on the waiting list.
- The applicant fails to complete the orientation classes.
- The applicant refuses two unit offers without good cause.

If a family is removed from the waiting list because the HRHA has determined the family is not eligible for admission, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing.

General Occupancy Units

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



Mixed Population Development Policy

Link: [24 CFR 945.303](#)

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character), or that was subsequently approved by HUD to be designated as such. In accordance with local preferences, elderly families whose head, co-head or spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property.

Resident Selection Policy

Link: [24 CFR 1.4\(b\)\(2\)\(ii\)](#)

Order of Selection

All community wide housing offers will be made from the approved waiting list of appropriate size and/or suitable type and will be made in accordance with the following:

1. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the oldest vacancies. If the applicant refuses the first offer, the applicant will be offered a second choice. If the applicant refuses the second offer without good cause, the applicant removed from the waiting list. The two offers can be made in sequence and the applicant should refuse one offer before another is made.
2. If there is only one location at which suitable units are available (e.g. only one development has units that are large enough), the applicant is offered a unit at that location that has been ready to rent the longest. If the applicant refuses the offer, the applicant is offered a second unit at that location that has been ready to rent the longest. If the applicant refuses the second offer without good cause, the applicant is removed from the waiting list.
4. Applicants on the Site-Based Waiting List will be offered a unit of appropriate size when the applicant reaches the top of the approved waiting list. If more than one unit is available then the unit that has been ready the longest is to be offered first. If the applicant rejects the offered unit, they will be offered the appropriate size unit with the second longest readiness period. If again the unit is rejected without good cause the applicant will be removed from the waiting list.

Applicants must accept a unit offer within 2 business days of the date the offer is made.



HRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

If, for good cause, an applicant rejects a unit offer or is willing to accept the unit offered but is unable to take occupancy at the time of the offer, the applicant will not be repositioned on the waiting list.

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

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)].
- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;
- The family demonstrates to HRHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.
- The unit does not meet the verified accessibility needs of the applicant.

Offer of Accessible Units

HRHA has a limited number of units designed for persons with mobility, sight and hearing impairments, referred to as accessible units. The HRHA maintains a list of units with accessibility features for the properties within its portfolio. HRHA will offer these accessible units to families in the following order:

- First: Current occupant of a public housing unit who has a disability that requires the special features of that unit;
- Second: An eligible qualified applicant on the public housing waiting list having a disability that requires
- Third: If there are no eligible qualified applicants on the public housing waiting list, a non-disabled applicant will be offered the unit. HRHA will require that the non-disabled



applicant agree to sign a lease addendum that requires the applicant to move to an available non-accessible unit when either a current resident or applicant needs the special features of the unit.

A Reasonable Accommodation Waiting List will be created and maintained by date and time of request and will include an estimated timeframe for when accommodation may be provided.

The first qualified current resident in sequence on the list of residents seeking reasonable accommodations will be offered a unit of the appropriate size with the special features required. If more than one unit of the appropriate size and type is available, the first unit offered will be the first unit that is ready for occupancy.

Upon inspection of the offered unit, the resident or applicant will be required to sign a Letter of Acceptance/Rejection of an Accessible Unit. HRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection and the reason for the rejection.

A current resident will receive two (2) offers of an accessible unit before his/her name is removed from the Reasonable Accommodations Waiting List.

An applicant will receive two (2) offers of accessible units before his/her name is removed from the Public Housing Waiting List.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered. When offering an accessible/adaptable unit to a non-disabled applicant, HRHA will require the applicant/tenant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant/tenant. This requirement will be a provision of the lease agreement.

Resident Selection Notification

Link: [24 CFR 960.208](#)

HRHA will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:

- Date, time, and location of the application interview, including any procedures for rescheduling the interview
- Who is required to attend the interview
- Documents that must be provided at the interview



If a notification letter is returned to HRHA the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents HRHA from making an eligibility determination; therefore no informal hearing will be offered.

HRHA procedures for leasing a unit are provided for in the HRHA Lease Up Procedures.

Occupancy Standards

Determining Unit Size

Link: [24 CFR 960.206\(c\)](#)

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

Occupancy Standards Chart

Bedroom Size	Minimum Occupants	Maximum Occupants
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

Applicants will be approved for admission as well as continued occupancy based upon the standard of two persons per bedroom with the exceptions listed below:

- Persons of opposite sex (other than spouses, and children under age 5) will be allocated separate bedrooms.
- Single person families will be allocated one bedroom.
- A couple (married or common law married, same sex or opposite sex) will be allocated one bedroom.
- Authorized live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.



- Foster children will be included in determining unit size only if they will be in the unit for at least six (6) consecutive months.
- Space may be provided for a child who is away at school, but who lives with the family during school recess.
- A household that contains a family member (not the head of household or spouse) who is enrolled as a full-time student at an institution of higher learning and who is on the lease will be counted for the purposes of establishing occupancy standards for unit size if:
 - The family member is enrolled and actively attending a two-year or four-year college or university; and
 - The family member resides in the HCV unit during school breaks and holidays.
- A household in which the parent shares joint custody of a dependent child shall include the child on the lease and will be counted for purposes of establishing occupancy standards for unit size if:
 - The head of household is legally entitled to physical possession of the child more than 50% of the time; and
 - The child actually physically resides in the unit with the head of household more than 50% of the time.

In the event that the primary custody of a child is disputed by either custodial parent or guardian, the HRHA may examine additional documentation to determine the household where the child's residence will receive subsidy. The HRHA may request to examine:

- Documentation provided to the Internal Revenue Service which provide for tax allowance for dependent child; and
- If the child is school age, the head of household is listed as the legal guardian on the child's school enrollment documentation, and the address of record is the head of household's address.

HRHA will consider granting exceptions to the occupancy standards at the family's request if HRHA determines, in its sole discretion, the exception is justified by the relationship, age, sex, health or disability of family member or other personal circumstances. All requests for exceptions to the occupancy standards must be submitted in writing.

Occupancy Standards Exceptions

An exception may be granted to allocate a separate bedroom to a family member, if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable



accommodation for a person with disabilities. Written verification of disability and need for the medical equipment may be required by HRHA prior to allocation of the separate bedroom. An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the apartment size in which the family resides (according to the Occupancy Standards Chart) and the family does not want to transfer to a larger size apartment.



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CHAPTER 5: INITIAL AND CONTINUING ELIGIBILITY

Qualifications for Admission

HRHA will admit only applicants who are qualified according to all the following criteria:

- Are a family as defined by HUD and HRHA
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
Link [24 CFR Part 5, Subpart E](#)
- Provide documentation of Social Security numbers for all household members, or certify that they do not have Social Security numbers
Link [24 CFR Part 5, Subpart B](#)
- Have income at or below HUD-specified income limits.
Link [24 CFR Part 5, Subpart F](#)
- Meet the Applicant Suitability and Selection Criteria stated in these policies
- Consent to HRHA's collection and use of family information as provided for in HRHA consent forms.
- Applicants who are listed as a head of household or spouse of a head of household on a current HRHA Public Housing lease are not qualified for admission.

Family Definition

Link: [24 CFR 5.403](#)

To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person;
 - The above statement meets the HUD definition; however, HRHA does not have zero or one bedroom units to accommodate single persons in the public housing program.
- A group of persons residing together and such group includes, but is not limited to:
 - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - An elderly family;



- A near-elderly family;
- A disabled family;
- A displaced family; and
- The remaining member of a resident family.

For categorizing family as defined above, the terms disabled family, elderly family and near-elderly family are:

- Disabled family means a family whose head (including co-head), spouse or sole member is a person with a disability.
- Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.
- Near elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

A family may have a spouse or co-head but not both. The co-head is an individual in the household who is equally responsible for the lease with the head of household. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Child (minor) relationship is determined only by: birth, adoption, a court order establishing custody, or a legal order from the social service agency, (i.e. Child Protective Services, DES, etc.).

A family does not include:

- A housekeeper or live-in aide
- Foster children and/or foster adults

Each family must identify the individuals to be included in the family at the time of application, and must notify the HRHA if the family's composition changes within 10 business days.

Family Break up

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open. If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.



If a court determines the disposition of property between members of an applicant or resident family as part of a divorce or separation decree, the HRHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the HRHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the HRHA will take into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation in accordance with this ACOP
- Any possible risks to family members as a result of criminal activity
- The recommendations of social service professionals

Remaining Family Member

A remaining family member is defined by HUD and previously approved by HRHA to live in the unit as a household member. Live in aides, foster children and foster adults do not qualify as remaining family members.

If the head of household dies or leaves the unit for any reason other HRHA termination of assistance, continued occupancy by remaining household members is permitted only if:

- The household reports the departure (or death) of the head of household in writing within 14 calendar days of the occurrence, and
- A replacement head of household is identified and reported to HRHA in writing within 30 calendar days of the occurrence, and:
- If after 30 days of the occurrence, no head of household is reported, HRHA will proceed with termination.
- The household member seeking to become the head of household must meet HRHA's eligibility requirements.
- The member seeking to become the head of household has reported all income as required by HRHA policy.
- The member seeking to become the head of household has not committed any violation of the lease agreement during their tenancy.
- The household agrees to occupy an appropriately sized unit based on HRHA's Occupancy Standards.



- Except in cases where the member seeking to become the head of household is the parent or legal guardian of a remaining minor(s), the proposed head of household has been listed on the lease for at least 12 consecutive months, or since the previous head of household's tenancy (if less than 12 consecutive months).
- The head of household agrees to a written repayment agreement for any rent or charges incurred by the former head of household.
- Those under 18 seeking to become the head of household must provide proof of emancipation.
- An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet HRHA's eligibility criteria.

HRHA may deny housing assistance if an action to terminate the former head of household's housing assistance began prior to the former head of household's departure from the unit.

Head of Household

The family may designate any qualified adult family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

Joint Custody

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family more than 50 percent of the time.

When more than one applicant or resident (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or re-examination will be able to claim the dependents. If there is a dispute about which family should claim the dependent(s), the HRHA will make the determination based on court orders and social service agency orders showing which family has custody.

Mixed Family

HRHA will verify the citizenship/immigration status of applicants at the time other eligibility factors are determined.

Citizenship Requirements

At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. Each family member must declare whether the individual is a citizen, national or an eligible noncitizen. Members who elect



to not contend their status are considered to be ineligible noncitizens. Family members who declare citizenship or national status will be required to provide additional documentation supporting the individual's declaration of citizenship and national status. Documents accepted include original birth certificate, original naturalization certificate, unexpired INS card or Social Security card.

Social Security Number Disclosure

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

If HRHA determines that the applicant is otherwise eligible to participate in a program, the applicant may retain its place on the waiting list for the program but cannot become a resident until it can provide the documentation to verify the SSN of each member of the household.

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a resident, so long as the documentation required is provided to the PHA within 90 calendar days from the date of admission into the program.

The HRHA will grant an extension of one additional 90-day period if the HRHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required within the required time period, the HRHA must follow the provisions of [24 CFR 5.216](#).

Determination of Annual Income

Definition of Income

Link [24 CR 5.609](#)

HRHA uses HUD's definition of Annual Income. Should this definition be revised, the current HUD definition will be used.

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



- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the business;
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the property;
- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
- All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any household member;
- Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of household members; and
- All regular pay, special pay, and allowances of a household member in the Armed Forces

Sporadic income

Sporadic income is income that is not received regularly and cannot be reliably predicted.

Incremental Earnings

The HRHA defines incremental earnings and benefits as the difference between:

- The total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and
- The total amount of welfare assistance and earnings of the family member after enrollment in the program.



In calculating the incremental difference, the HRHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

EID Income Policy

Link [24 CFR 960.255](#)

This disallowance applies only to family members already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program.
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months.

The baseline income is the annual income immediately prior to the implementation of the disallowance for a person who is a member of a qualified family. The family member's baseline (qualifying) income remains constant throughout the period that he/she is receiving the EID.

Disallowance of Earned Income

Initial 12-month exclusion: During the 12-month period beginning on the date on which a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the HRHA will exclude from the annual income of a qualified family any increase in the income of the family member as a result of employment over the baseline income of that family member.

Phase-in of rent increase: Upon the expiration of the 12-month period and for the subsequent 12-month period, the HRHA will exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

Maximum 2-year disallowance: The disallowance of increased income of an individual family member is limited to a lifetime 24-month period. It applies for a maximum of 12 months for



disallowance (initial 12 months) and a maximum of 12 months (second 12 months), during the 24-month period starting from the initial exclusion.

Families eligible for and participating in the disallowance of earned income prior to May 9, 2016 will continue to be governed by HUD regulations in effect immediately prior to that date. Those procedures are stated in the HRHA Management Procedure.

Alimony and Child Support

The HRHA will count court-awarded amounts for alimony and child support unless the HRHA verifies that:

- The payments are not being made and
- The family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

Regular Contributions and Gifts

Examples of regular contributions include:

- Regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments)
- Cash or other liquid assets provided to any family member on a regular basis
- "In-kind" contributions such as groceries and clothing provided to a family on a regular basis
- Any contribution of gift received every 3 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year

Non-monetary contributions will be valued at the cost of purchasing the items, as determined by the HRHA. For contributions that may vary from month to month (e.g., utility payments), the HRHA will include an average amount based upon past history. Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment is not considered student financial assistance and is included in annual income.

Business Income

To determine business expenses that may be deducted from gross income, the HRHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses (IRS Publication 535), unless a topic is addressed by HUD regulations or guidance.



Business Expansion

Any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations.

Capital Indebtedness

Capital Indebtedness is the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the HRHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Acceptable Investments

Acceptable investments in a business include cash loans and contributions of assets or equipment.

Co-Owned Businesses

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

Assets

An asset is an item of value that can be converted into cash, and may or may not earn income. Annual income includes income amounts derived from assets to which the family has access. Assets include, but are not limited to checking and savings accounts, investment accounts, equity in real property, personal property held as an investment, whole life insurance policies, and assets disposed of for less than fair market value.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the HRHA to show why the asset income determination does not represent the family's anticipated asset income.

If the Household has net assets in excess of \$5,000, annual income will include the greater of the actual income derived from all assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

Joint Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the HRHA will count the full value of the asset. A family member has unrestricted



access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the HRHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the HRHA will prorate the asset evenly among all owners.

Disposed Assets

The HRHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.00. Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual re-examination, the family may request an interim re-examination to eliminate consideration of the asset(s).

Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments. All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Families must sign a declaration form at initial certification and each annual re-examination identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value.

Checking and Savings Accounts

In determining the value of a checking account, the HRHA will use the average monthly balance for the last six months. In determining the value of a savings account, the HRHA will use the current balance. In determining the anticipated income from an interest-bearing checking or savings account, the HRHA will multiply the value of the account by the current rate of interest paid on the account.



Investments

In determining the market value of an investment account, the HRHA will use the value of the account on the most recent investment report. How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

- For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings).
- When the anticipated rate of return is not known (e.g., stocks), the HRHA will calculate asset income based on the earnings for the most recent reporting period.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the HRHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Real Property, Personal Property, Other Capital Investments

In determining the value of personal property held as an investment, the HRHA will use the family's estimate of the value.

For Real Property value, HRHA will use the equity (market value minus the amount paid off). If that amount is not available, HRHA will use the loan balance.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

Lump Sum Payments

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

- The entire lump-sum payment will be added to the annual income at the time of the interim.



- The HRHA will determine the percent of the year remaining until the next annual re-examination as the date of the interim (three months would be 25% of the year).
- At the next annual re-examination, the HRHA will apply the percentage balance (75% in this example) to the lump-sum and add it to the rest of the annual income.
- The lump-sum will be added the same way for any interims which occur prior to the next annual re-examination.
- If amortizing the payment over one year will cause the family to pay more than current HUD percentage of the family's adjusted income (before the lump sum was added) for total tenant payment, the HRHA and family may enter into a repayment agreement for the balance of the amount of the current HUD percentage calculation. The beginning date for this repayment agreement will start as soon as the one year is over.

Retroactive Calculation Methodology

- The HRHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
- The HRHA will determine the amount of income for each re-examination period, including the lump sum, and re-calculate the resident rent for each re-examination period to determine the amount due the HRHA.
- The family has the choice of paying this retroactive amount to the HRHA in a lump sum. At the HRHA's option, the HRHA may enter into a repayment agreement with the family
- The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney's fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Excluded Income

Link: [24 CFR 5.609\(c\)](#)

The following are types of excluded income:

- Income from employment of children (including foster children) under the age of 18 years
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains

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and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received in the following circumstances:
 - From training programs funded by HUD,
 - Amounts received by a person with a disability that are 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 resident in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - Amounts received under a resident service stipend; and
 - Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff.
- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits That are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;



- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs That includes assistance under any program to which the exclusions set forth in [24 CFR 5.609\(c\)](#) apply.
- The portion of education grants that include tuition and required fees and other charges.

Excluded Periodic Payment

The HRHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency.

Income from Training Programs

HRHA defines training program as: a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to:

- Classroom training in a specific occupational skill
- On-the-job training with wages subsidized by the program
- Basic education

Deductions from Income

Link: 24 CFR 5.611

Anticipating Expenses

Generally, the HRHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), the HRHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the HRHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding



period. The HRHA may require the family to provide documentation of payments made in the preceding year.

Medical and Dental Expenses

HRHA will use the most current IRS Publication 502, Medical and Dental Expenses, to determine the costs that qualify as medical expenses.

Disability Assistance Expenses

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the HRHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

The HRHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the HRHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the HRHA will consider, the family's justification for costs that exceed typical costs in the area.

Both Medical and Disability Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the HRHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, the HRHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the



time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work. When the HRHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Child Care

Child care is allowed as a deduction from income for children less than 13 years of age. The family must identify the family member(s) enabled to pursue an eligible activity: seeking work, pursuing an education or being gainfully employed.

Allowable Child Care Activities and Expenses

For school-age children under 13 years of age, costs attributable to public or private school activities during standard school hours are not considered allowable child care expenses. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the HRHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.



For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the HRHA will use the schedule of child care costs from the local welfare agency. Families may present, and the HRHA will consider, justification for costs that exceed typical costs in the area.

Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each re-examination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by the HRHA.

Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the HRHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work. This exception only applies when there are no other unemployed family member(s) who would otherwise be eligible to care for the minor child(ren).

Anticipating Income

- When the HRHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the HRHA will review and analyze historical data for patterns of employment, paid



benefits, and receipt of other income and use the results of this analysis to establish annual income.

- In such cases, the HRHA will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and how the HRHA anticipated income.
- Any time current circumstances are not used to project annual income, the decision will be documented in the file. In all such cases the family may present information and documentation to the HRHA to show why the historic pattern does not represent the family's anticipated income.

Future Changes

- If the HRHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.
- The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family.
- In such cases the HRHA will calculate annual income using current circumstances and then require an interim re-examination when the change actually occurs. This requirement will be imposed even if the HRHA's policy on re-examinations does not require interim re-examinations for other types of changes.
- When resident-provided third-party documents are used to anticipate annual income, they will be dated within 60 days of the documentation request.

Criminal Background Policy

Link [24 CFR 5.903](#); [24 CFR 5.905](#); [24 CFR 960.204](#)

The HRHA will perform criminal records checks at application for all adult household members (defined as 18 years of age or older) at the following events: initial determination of eligibility; with annual re-examination; when a minor turns 18; or when adding an adult member to the household.

The HRHA will conduct criminal records checks when it has come to the attention of the HRHA, either from local law enforcement or by other means that an individual may have engaged in the destruction of property, engaged in criminal activity, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.



HRHA's Criminal Background Procedure is stated in the HRHA Management Procedure.

Drug Abuse Treatment Information

Link [24 CFR 5.905](#)

The HRHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the HRHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program. The HRHA will require the proposed family member sign a consent form for the drug abuse treatment facility to release information.

The HRHA Drug Abuse Treatment Information Procedure is stated in the HRHA Management Procedure.

Suitability Screening

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the public housing lease. The HRHA will look at past conduct as a potential indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, HRHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

HRHA will consider objective and reasonable aspects of the family's background, including the following:

- History of meeting financial obligations, especially rent and any utility payments;
- Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
- History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- History of disturbing neighbors or destruction of property;



- Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
- History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

HRHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. HRHA will verify the information provided. Such verification may include but may not be limited to the following:

- A credit check of the head, spouse, co-head, and any other adult family members;
- A rental history check of all adult family members;
- A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will be made through State or local law enforcement. Where the individual has lived outside the local area, HRHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form.
- The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of HRHA who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the HRHA's action has expired without a challenge or final disposition of any litigation has occurred;
- A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing. HRHA will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list. The PHA will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information and/or to provide circumstances to mitigate the activity before the denial or eviction occurs.



Eligibility Determination

Eligibility Interview

Families selected from the waiting list are required to participate in an eligibility interview. The family will be sent an interview notice to their last known address indicating the date, time, place, who must attend and what documents must be presented at the interview. The family will either be mailed a packet of documents to complete or will be provided with the packet at the interview. The packet must be complete in order for eligibility to be determined.

The family must provide the information necessary to establish the family's eligibility, including criminal background record, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If the family does not provide the required documentation at the time of the interview, the interview will not take place and may be rescheduled when all the documents are submitted by the family. The family will be given a list of missing documents and the timeframe for returning the document, 10 business days. If the documents are returned complete within 10 business days the interview will be rescheduled. If the documents are not returned complete within 10 business days, HRHA will determine that the applicant is no longer interested in housing assistance and will be removed from the waiting list. Extensions to the timeframe may be allowed based on emergencies and reasonable accommodations.

If the family is unable to obtain the information or materials within the required time frame, the family may request an extension for up to 10 business days. If the required documents and information are not provided within the required time frame (plus any extensions) the family will be sent a notice of denial. An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Rescheduling the Interview

If the family is unable to attend a scheduled interview for good cause, the family must contact the HRHA in advance of the interview to schedule a new appointment. If a family does not attend a scheduled interview without prior notice the HRHA will send a denial letter. Only for documented and verified extenuating circumstances (illness, hospitalization, etc.), the applicant may contact the HRHA within 24 after the scheduled appointment and the appointment will be rescheduled once.



Eligibility Notification

The HRHA will notify a family in writing of their eligibility within 10 business days of the determination.

If the HRHA determines that the family is ineligible, the HRHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing.



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CHAPTER 6: VERIFICATIONS

Links: [24 CFR 5.230](#), [24 CFR 5.609\(d\)](#); [Notice PIH 2017-12](#);

The family must supply any information that HRHA or HUD determines necessary to the administration of the program and must consent to the HRHA verification of that information. All adult applicants and residents must sign the [HUD-9886, Authorization for Release of Information](#). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Failure to sign consent forms will result in denial of admission for applicants and lease termination for residents. The family will be informed of the denial or termination in accordance with HRHA policies, and will be provided information on requesting an informal hearing.

Methods of Verification

Link: [Notice PIH 2017-12](#); [24 CFR §5.233](#)

HRHA uses HUD's hierarchy of verifications, in the following order:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third Party Verification provided by applicant or resident
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

EIV Verification Process

Link: [24 CFR 5.233](#); [PIH Notice 2018-18](#)

The HRHA uses HUD's Enterprise Income Verification (EIV) system to verify resident employment, earned income, unemployment benefits, and social security (SS), and supplement security income (SS) benefits information at annual and interim re-examinations. The HRHA will also use HUD's EIV system to monitor potential duplicate subsidies, deceased individuals, household member identity, under and non-reported income, and immigration status.

The HRHA will inform all applicants and residents of its use of the following UIV resources during the admission and re-examination process: HUD's EIV system.



Third Party Written Verifications

Third party written verification is an original or authentic document generated by a third party source dated either within the 60-day period preceding the re-examination or HRHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. HRHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

HRHA will request third party written verification:

- To supplement EIV-reported income sources and when EIV has no data;
- For non-EIV reported income sources;
- When participant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute
- If written third party verification documents are not available or rejected by the HRHA;
- When the applicant or tenant is unable to provide acceptable documentation

The HRHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense **and** the family has original documents that provide the necessary information.

Third Party Oral Verifications

HRHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

Family Self-Certifications

Link: PIH [Notice 201 7-12](#)

The documents in the application packet and annual re-examination packet serve as the family's self-certifications. When the HRHA is unable to obtain third-party verification, the HRHA will document in the family file the reason that third-party verification was not available. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the HRHA. HRHA may require the family to certify that a family member does not receive a particular type of income or benefit. The self-certification must be made in a format acceptable to the HRHA and must be signed by the family member whose information or status is being verified.



Eligibility Verifications

The following information will be verified to determine qualification for admission and continued occupancy to HRHA's housing:

- Household composition, demographics and type (Elderly/Disabled/Non-elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Income
- Social Security Numbers of all household members
 - Pending disclosure and documentation of social security numbers, the HRHA will allow the family to retain its place on the waiting list for 90 days. If not all household members have disclosed their SSNs at the next time a unit becomes available, the HRHA will offer a unit to the next eligible applicant family on the waiting list.
 - Citizens and lawfully present noncitizens who state that they have not been assigned an SSN by the SSA will make such declaration in writing and under penalties of perjury to HRHA.
 - If the family provides an unacceptable document, the HRHA will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the HRHA within 60 days.
 - If the family certifies that the required evidence is temporarily unavailable and it needs more time, the HRHA may provide an extension of up to 30 days to submit evidence of eligible status, if the family has submitted the required declaration of eligible immigration status. To obtain an extension, the family must also certify that prompt and diligent efforts will be undertaken to obtain the evidence.
 - Once an individual's status is classified as "verified" in HUD's EIV system, the HRHA may remove and destroy copies of documentation accepted as evidence of social security numbers.
- Applicant Criminal History Information
- Citizenship or eligible immigration status

Legal Identity Verification

The HRHA will require families to furnish verification of legal identity for each household member. A photo ID is required for each adult family member. Legal identity will be verified at application and on an as needed basis. Only the following identify documents are acceptable, in addition to the photo ID for each adult:



- Adults: Birth Certificate or Naturalization Papers
- Children: Birth Certificate, Adoption Papers, Court Award documents, Social Service Agency Award documents

Marriage Verification

A marriage certificate is required to verify that a couple is married. In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (filing joint income tax returns, joint bank statements, etc.).

Separation or Divorce Verification

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced. A copy of a court-ordered maintenance or other court record is required to document a separation. If no court document is available, documentation from a community-based agency will be accepted.

Adult Member Absence Verification

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., lease at another address or utility bill).

Foster Children and Foster Adults Verification

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

Student Status Verification

The HRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family claims full-time student status for an adult other than the head, spouse, or co-head; or
- The family claims a child care deduction to enable a family member to further his or her education; or
- The family includes a student enrolled in an institution of higher education.

Disabled Status Verification

For family members claiming disability who receive disability payments from the SSA, the HRHA will use HUD's EIV system to verify the disability. If documentation from HUD's EIV System is not available, the HRHA will request a current (dated within the last 60 days) SSA benefit verification



letter from each family member claiming disability status. If the family is unable to provide the document(s), the HRHA will ask the family to request a benefit verification letter by either calling the SSA at 1-800-772-1213, or by requesting it from www.ssa.gov.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

Reasonable Accommodation

HRHA may request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation Form. In addition, HRHA may request that the individual provide suggested reasonable accommodations.

The HRHA may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

However, the HRHA may not require individuals to disclose confidential medical records in order to verify a disability. In addition, the HRHA may not require specific details regarding the individual's disability. The HRHA may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). The HRHA may not require the individual to disclose the specific disability(ies); or the nature or extent of the individual's disability(ies).

The following may provide verification of a resident's disability and the need for the requested accommodation(s):

- Physician;
- Licensed health professional;
- Professional representing a social service agency; or
- Disability agency or clinic.

Upon receipt, the HRHA, will forward the recommendation, including all supporting documentation, to the HRHA's Section 504/ADA Coordinator within seven (7) days of receipt.



US Citizens and Nationals

Family members who claim US citizenship or national status will not be required to provide additional documentation unless the HRHA receives information indicating that an individual's declaration may not be accurate.

Eligible noncitizens

All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the HRHA .

- Elderly Noncitizens
 - A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.
- All other Noncitizens
 - Noncitizens that claim eligible immigration status also must present the applicable USCIS document.

Verification of Income

Link: [Link: 24 CFR 960.259,](#)

Wage Verification

The HRHA requires two current and consecutive paystubs for determining annual income from wages. If paystubs are not available, the HRHA will accept an authentic document on employer letter head that states wages for previous 60 days, or an employer payroll print out.

Tip Income Verification

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certification of tips received for the prior year and estimated tips anticipated to be received in the coming year.

Bonus Income Verification

For persons who regularly receive bonuses or commissions, the HRHA will verify and then average amounts received for one year preceding admission or re-examination. The HRHA will consider justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the HRHA will count only the amount estimated by the employer.

Business and Self Employment Income Verification

Business owners and self-employed persons will be required to provide:



- An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
- The HRHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future re-examinations.
- At any re-examination the HRHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.
- If a family member has been self-employed less than three months, the HRHA will accept the family member's certified estimate of income and schedule an interim re-examination in three months.
- If the family member has been self-employed for three to twelve months the HRHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

Social Security and SSI Benefits Verification

To verify the SS/SSI benefits of residents, the HRHA will obtain information about social security/SSI benefits through HUD's EIV system. If the resident disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, the HRHA will request a current SSA benefit verification letter from each family member that receives social security benefits.

If a family member is unable to provide the document, the HRHA will help the resident request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the family has received the benefit verification letter, it will be required to provide the letter to the HRHA.

Alimony and Child Support Verification

HRHA verifies alimony and child support differently depending on whether the family declares that it receives regular payments. If the family declares that it receives regular payments, verification will be sought in the following order.

- Copy of the receipts and/or payment stubs for the 60 days prior to HRHA request



- Third-party verification form from the state or local child support enforcement agency
- Third-party verification form from the person paying the support
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received

If the family declares that it receives irregular or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

- A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts
- If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

Zero Income Verification

The HRHA will check EIV to determine zero income. HRHA will require all adult family members to complete a Zero Income Form and Expenses Form.

Student Financial Assistance

Link: [24 CFR 5.609\(b\)\(9\)](#)

For a student subject to having a portion of his/her student financial assistance included in annual income, the HRHA will request written third party verification of both the source and the amount.

Documents requested include:

- Family provided documents from the educational institution attended by the student
- Documents generated by any other person or entity providing such assistance, as reported by the student.
- Written verification of the student's tuition amount.

Verification of Parental Income of Students Subject to Eligibility Restrictions

If the HRHA is required to determine the income eligibility of a student's parents, the HRHA will request an income declaration and certification of income from the appropriate parent(s). The HRHA will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to the HRHA. The required information must be postmarked within 15 business days of the date of the HRHA's request or within any extended timeframe approved by the HRHA.



The HRHA reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to Internal Revenue Service tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters and other official and authentic documents from a federal, state, or local agency.

Verification of Assets

Link: [24 CFR 960.259](#), [Notice PIH 2016-05](#)

For a family with net assets equal to or less than \$5,000, the HRHA may accept the family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.

The HRHA will obtain third-party verification of assets at eligibility determination and every three years thereafter.

Assets Disposed of for Less Than Fair Market Value Verification

HRHA accepts the family's self-certification of whether any assets have been disposed of for less than fair market value in the past two years. The HRHA needs to verify only those certifications that warrant documentation. The HRHA will verify the value of assets disposed of only if:

- The HRHA does not already have a reasonable estimation of its value from previously collected information, or
- The amount reported by the family in the certification appears obviously in error.

Income from Rental Verification

The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current resident
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the HRHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance



and utilities, and bank statements or amortization schedules showing monthly interest expense.

Retirement Account Verifications

The HRHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

Before retirement, the HRHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, the HRHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, the HRHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

Verification of Expenses

Medical Expenses

Medical expenses will be verified by written third-party documents provided by the family, such as pharmacy printouts or receipts. The HRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The HRHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

HRHA will also accept written third-party verification forms. The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

When anticipated costs are related to on-going payment of medical bills incurred in past years, the HRHA will verify:

- The anticipated repayment schedule
- The amounts paid in the past, and
- Whether the amounts to be repaid have been deducted from the family's annual income in past years.



Disability Assistance Expenses

Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or cancelled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.

Expenses for auxiliary apparatus will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.
- Third-party verification form signed by the provider, if family-provided documents are not available.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

To verify the family member enabled to work, the HRHA will verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work. HRHA will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member(s) to work. To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

Child Care Expense Verification

The family is required to certify that the child care expenses are not paid by or reimbursed to the family from any source. The HRHA will verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

If a family member is seeking work, HRHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment) or the HRHA will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to the HRHA any reports provided to that agency.



In the event third-party verification is not available, the HRHA will provide the family with a form on which the family member must record job search efforts. The HRHA will review this information at each subsequent re-examination for which this deduction is claimed.

If the family member is furthering education, the HRHA will request third-party documentation to verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

The HRHA will seek third-party verification of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

The type of care to be provided is determined by the family, but must fall within certain guidelines.

- The HRHA will verify that the type of child care selected by the family is allowable.
- The HRHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).
- The HRHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.
- The actual costs the family incurs will be compared with the HRHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the HRHA will request additional documentation to support a determination that the higher cost is appropriate.



CHAPTER 7: UNIT OFFER AND LEASING

Unit Offers

Unit offers will not be made until the applicant has submitted all required documentation and is determined eligible for the program. The HRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

The applicant will be offered the first available unit. If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

HRHA's Unit Offer Procedure is stated in the HRHA Management Procedure.

Accessible Unit Offers

Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit. When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, the HRHA will offer the unit to a non-disabled applicant.

When offering an accessible unit to a non-disabled applicant, the HRHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement is a provision of the lease agreement.

Showing Units Prior to Leasing

Applicants may have an opportunity to see the unit being offered or a similar unit before they accept the offer and lease the unit.

Rejecting the Unit

If an applicant receives an offer of housing and rejects the offer, the HRHA will provide one additional offer of housing prior to removing the applicant from the Waiting List. HRHA will notify the applicant in writing and will inform the family of their right and the process to request an informal hearing. The applicant may re-apply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until the HRHA opens the waiting list.

Applicants may refuse to accept one unit offer for good cause. Good cause includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship.



Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

The HRHA will require documentation of good cause for unit refusals.

Leasing

The HRHA may permit police officers and other security personnel to reside in a public housing units to increase security for its public housing residents. The rent charged to a police officer for occupancy of a public housing unit will be the minimum rent amount. However, if the police officer resides in a public housing site where residents are required to pay utilities in addition to rent, the police officer will also be responsible for paying the utilities in accordance with the terms of the lease.

Leasing Orientation

After unit acceptance but prior to occupancy, a HRHA representative will provide a lease orientation to the family. The head of household is required to attend. The orientation may be conducted with more than one family and will include the orientation agenda and leasing documents.

The HRHA Leasing procedure is stated in the HRHA Management Procedure.

Lease Provisions

Link [24 CFR 960, Subpart A](#)

The following provisions govern lease execution and amendments:

The head of household, spouse or co-head, and all other adult members of the household will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease if all adult members are not present at the leasing orientation. The head of household will be provided a copy of the executed lease and the HRHA will retain a copy in the resident's file.



- A new lease is executed at the time of transfer of a resident from one HRHA unit to another
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.
- The names and birth dates of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification will be permitted to occupy a dwelling unit.

Vehicles

All residents must provide the HRHA at the time of each annual re-examination:

- Register all vehicles with HRHA
- Maintain a HRHA issued parking sticker on each vehicle
- Provide proof of current registration
- Provide proof of current insurance

Revising the Lease

Link: [24 CFR 966.3](#)

When the HRHA proposes to modify or revise the lease, the HRHA will post a copy of the notice and revised lease in the HRHA office, and will mail a copy of the notice to each resident family. A copy of the notice will be placed in each resident file.

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30 day timeframe, the family's tenancy will be terminated for other good cause.

Community Service Policy

Links: [24 CFR Subpart F, 960.605](#); [Notice PIH 2015-12](#), [PIH Notice 2016-06](#)

HRHA will provide documentation to the family including:

- Community Service policy and procedure
- Process for claiming exempt status
- How HRHA verifies exempt status
- HRHA's determination of exempt and non-exempt family members



- Notice that HRHA will validate a sample of community service self-certifications

All non-exempt households in the Public Housing Program must comply with the following Community Service Requirements:

- Each non-exempt household member adult must perform at least 8 hours of community service activity each month when the household is paying at least the minimum rent.
- The required activity may be a combination of volunteer community service or self-sufficiency activity.
- The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual re-examination.
- Activities must be performed within the jurisdictional area of the HRHA.

Exempt Households

The HRHA makes the final determination whether or not to grant an exemption from the community service requirement. All assisted members and those members on Food Stamps will be included in the determination notice. If a resident does not agree with the HRHA's determination, they may dispute the decision through the HRHA's grievance procedures. When a non-exempt person becomes exempt, it is their responsibility to report and document the change to HRHA within 10 business days of the change. When an exempt person becomes non-exempt, it is his/her responsibility to report and document the change to HRHA within 10 business days of the change.

The following household members are exempt from the Community Service Requirement:

- Household members who are under the age of 18 years of age
- The following household members over the age of 18
 - Household members who are 62 years of age or older
 - Verification of this exemption status will be done only at the initial application
 - Household members who are blind or disabled as defined in the social security Act ([Section 216\(i\)\(1\)](#) or [Section 1614 of the Social Security Act](#) ([42 USC 416\(i\)\(1\); 1382c](#)))
 - Household members who are the primary care giver of a blind or disabled individual as defined above
 - Household members who are engaged in work activity



- 30 hours per week is the minimum number of work hours to qualify for a work activity exemption
- The Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a resident is a member of family receiving assistance under SNAP, and has been found by the State of Virginia to be in compliance with the program requirements, that resident is exempt.

Work activities include but are not limited to the following:

- Unsubsidized employment
- Subsidized private sector employment
- Work experience, including work associated with refurbishing: publicly assisted housing, if sufficient private sector employment is unavailable
- On the job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training directly related to employment
- Job skills training directly related to employment
- Education directly related to employment for a household member who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at a secondary school or higher
- Satisfactory attendance in a course of study leading to a certificate of general equivalence for a household member who has not completed high school or received such a certificate
- The provision of childcare services to an individual who is required to perform the Service Requirement.
- Household members who meet the requirements for being exempted from the work activity under Part A of Title IV of the Social Security Act (42 USC Section 601 et seq.) or under any other state welfare program, including a state-administered welfare to work program and who has not been found in non-compliance with that program by the State or other administering party.

Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work will not be considered eligible community service activities.



Program Design

The HRHA's goal is to provide broad choice and design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills.

The HRHA will:

- Work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program as needed;
- Make efforts to identify volunteer opportunities throughout the community, especially those in proximity to the public housing development;
- Provide available names and contacts at agencies that can provide opportunities for residents; and
- Provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

Notice and Documentation

The HRHA will provide the family with a copy of the Community Service Procedure at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement and at any time upon the family's request. HRHA permits resident self-certification of compliance with the CSSR. The adult family members must sign a certification that they have received and read the policy and procedure, and understand that if he/she is not exempt failure to comply with the policy and procedure will result in non-renewal of their lease.

At the time of annual re-examination the HRHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the HRHA has reason to believe that an individual's exemption status has changed. The HRHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt.

At least 30 days before the effective date of the annual re-examination, HRHA will review and verify non-exempt family members Community Service compliance. The resident self-certification must include:

- statement that the resident has completed the number of hours listed and this statement is subject to penalties of perjury;
- the number of hours and type of activity (community service or self-sufficiency) that the resident completed;
- the name of the organization or person for which the activity was completed;
- the address of the organization or person;
- the phone number of the organization or person; and



- a contact person in the organization or the person for which the activity was completed

Prior to accepting resident self-certification for the first instance, HRHA will obtain third party verification for that initial re-examination.

HRHA will not accept resident self-certifications for tenants subject to a work-out agreement until the resident has completed, and HRHA has verified through a third party, that the resident has completed the required hours.

HRHA will conduct a sampling of resident self-certification for third party verification.

HRHA will maintain documentation of service requirement performance or exemption in the resident files.

Pet Policy

The HRHA pet policy establishes clear guidelines for ownership of pets and ensures that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Residents who have been approved to have a pet must enter into a Pet Agreement with the HRHA, or the approval of the pet will be withdrawn. The Pet Agreement is the resident's certification that he or she has received a copy of the HRHA's pet policy, Pet Procedures, and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the Pet Agreement that he or she understands that noncompliance with the HRHA's pet policy and Pet Procedures, and applicable house rules may result in the withdrawal of HRHA approval of the pet or termination of tenancy.

Pets must be registered with the HRHA before they are brought onto the premises. Pets will not be approved to reside in a unit until completion of the registration requirements.

HRHA's Pet Procedures are stated in the HRHA Pet Procedure.

Assistance (Service) Animals Policy

Links [Section 504 of the Fair Housing Act \(42 U.S.C.\)](#); [24 CFR 5.303](#); [960.705](#); [966.7](#)



A Service Dog is a type of assistance dog that is trained to work with individuals with a disability. Assistance Dog is a general term referring to any dog that assists an individual with a specific task or tasks. A service/assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. A pet deposit is not charged for an assistance animal. For an animal to be excluded from the Pet Policy and be considered a service/assistance animal, there must be a person with a disability in the household, and the family must request and HRHA must approve a reasonable accommodation.

Residents must care for service/assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. Residents must ensure that service/assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit or property of other residents.

Residents will not allow their assistance animal to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms disturb, interfere and diminish include, without limitation, excessive barking, defecating and/or urinating in hallways, common areas or doorways, howling, chirping, biting, scratching and other like activities.

When a resident's care or handling of a service animal or assistance animal violates these policies, HRHA can consider whether the violation could be reduced or eliminated by a reasonable accommodation. If HRHA determines that no such accommodation can be made, HRHA may withdraw the approval of a particular service or assistance animal.

HRHA will consider the following:

- Does the person making the request have a disability-related need for an assistance animal
- What work or tasks has the animal been trained to perform
- Does the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation,
- Would the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

Smoke Free Environment

Link: **Federal Register** / Vol. 81, No. 233 / Monday, December 5, 2016 / Rules and Regulations; 24 CFR § 965.653(c)



HRHA prohibits the use of prohibited tobacco products in all public housing living units, indoor common areas in public housing including, but not limited to bathrooms, lobbies, hallways, stairways, elevators, management offices, community rooms and balconies, and in HRHA administrative offices. The smoke-free policy extends to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

HRHA will post no-smoking signs, promote the policy as appropriate in meetings and discussions with residents, and enforce compliance with the policy. Residents are expected to comply with the policy as they would any section of the HRHA lease.

A breach of this policy constitutes grounds for initiation of the enforcement remedies of the smoke-free policy. Breach of the provisions of the policy by a household member or guest of the resident constitutes a breach of the HRHA lease.

Rent and Other Charges

Link: [24 CFR 966.4](#); [966.5](#);

Security Deposit

Residents must pay a security deposit to the HRHA at the time of admission. The HRHA reserves the right to change or increase the required deposit by amendment to these rules after appropriate notification to HRHA residents. The amount of the security deposit will be equal to \$200.

If the resident transfers to another unit, the HRHA will transfer the security deposit to the new unit. The resident will be billed for any maintenance or other charges due for the “old” unit and the difference of the security deposit for the new unit, if applicable.

The HRHA will hold the security deposit for the period the family occupies the unit. The HRHA will not use the security deposit for rent or other charges while the resident is living in the unit.

The resident must leave the dwelling unit in a clean and undamaged condition and must furnish a forwarding address to the HRHA. All keys to the unit must be returned to HRHA upon vacating the unit.

The HRHA will provide the resident with a written list of any charges against the security deposit within 45 days of the move-out and will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease. If



the resident disagrees with the amount charged, the HRHA will provide a meeting to discuss the charges.

Rent Changes

If a family's resident rent changes, the HRHA will notify the family of the new amount and the effective date by sending a Notice of Rent Adjustment which will become an attachment to the lease.

Excess Utility Charges

When applicable, families will be charged for excess utility usage according to the HRHA's current posted utilities schedule. Notices of excess utility charges will be mailed monthly. Charges are due and payable on the first day of the month following the billing, provided that the tenant has received two weeks notice. If the family requests a grievance hearing within the required timeframe, the HRHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

Revised utility allowances will be applied to a family's rent calculations at the first annual re-examination after the allowance is adopted.

Maintenance Charges

When applicable, families will be charged for maintenance and/or damages according to the HRHA's current schedule of maintenance charges. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Schedules of charges for services and repairs will be posted at the HRHA office, and provided to applicants and residents upon request.

If the family requests a grievance hearing within the required timeframe, the HRHA will not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.



Visitors/Guests

Visitors (also known as guests) are permitted in a dwelling unit as long as they have no previous history of behavior on or off HRHA premises that would be a lease violation. A list of individuals not allowed (trespassed) to return to the property for any reason will be maintained in the HRHA office.

A resident family must notify the HRHA when overnight guests will be staying in the unit for more than 3 calendar days. A guest can remain in the unit no longer than 14 consecutive days or a total of 14 cumulative days during any 12 month period.

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

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the unit more than 50 percent of the time, are not subject to the time limitations of guests as described above. The family must notify the HRHA in writing of the children(s) names and timeframes the children(ren) will be in the household.

Former residents who the HRHA evicted, terminated the lease, or left the HRHA owing money are not permitted as guests.

Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants and their presence constitutes violation of the lease. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants and trespassers, and their presence constitutes violation of the lease. Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

In making the determination if the person is an unauthorized household member. HRHA will consider:

- Statements from neighbors and/or HRHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification



- Law enforcement reports
- Credit reports

Absence from the Unit

Absent Family Member

The HRHA will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. It is the responsibility of the head of household to report changes in family composition and absences of family members.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member.

The family must request HRHA approval for the return of any adult family members that the HRHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements stated in this ACOP.

Absence of Entire Family

Families are required to notify the HRHA before they move out of a unit in accordance with the lease. Absence means that no family member is residing the unit. In order to determine if the family is absent from the unit, the HRHA may:

- Conduct a special inspection
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the Post Office for forwarding address
- Contact the emergency contact



Prior to temporarily leaving the unit, residents must advise the HRHA in writing days when all family members will be absent from the unit for more than thirty (30) consecutive days and provide a means for the HRHA to contact the resident in the event of an emergency. Failure to advise the HRHA of absences is grounds for termination of the lease. A person with a disability may request an extension of time as an accommodation.

The family must supply any information or certification requested by the HRHA to verify that the family is living in the unit, or relating to family absence from the unit, including any HRHA requested information or certification on the purposes of family absences.

Absence with Notice: If a family is absent from the unit for more than 180 consecutive days the HRHA will terminate the lease for other good cause.

Absence without Notice: If the entire family is absent from the unit without HRHA permission for more than thirty (30) consecutive days, the unit will be considered vacant and the HRHA will terminate tenancy.

Absent Student

When minors and college students who have been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the HRHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

If a child has been placed in foster care, the HRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

If the child(ren) are removed from the home permanently, the unit size will be reduced in accordance with the HRHA's occupancy guidelines.

Caretaker for a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, the HRHA will take the following actions:

- If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.



- If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 consecutive days. After the 90 consecutive days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the HRHA will extend the caretaker's status as an eligible visitor.
- During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify for any deductions from income.
- If the caretaker is considered a family member, the caretaker must submit an eligibility application, pass all eligibility criteria, and his/her income will be counted as part of the household. Once eligibility is passed, the lease will be transferred to the caretaker as head of household. The Head of Household must provide evidence of legal custody of any minor children.

Absent Head or Spouse Due to Employment

If an employed head, spouse, or co-head is absent from the unit more than 180 consecutive days due to employment, she/he will continue to be considered a family member.

Individuals Absent (Confined) for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, the HRHA will request verification from a responsible medical professional if the member will be gone more than 180 days and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

Absence Due To Incarceration

If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 180 consecutive days. The rent and other charges must remain current during any period of incarceration.

The HRHA will determine if the reason for incarceration is for drug-related or any other criminal activity which is grounds for lease termination.



CHAPTER 8: RENT CALCULATION

Rent under the low-rent housing program is the amount of money charged to the tenant for the use of the leased dwelling and installed equipment (such as range and refrigerator), certain services (such as maintenance), and reasonable amounts of utilities (see dwelling lease). Rent includes miscellaneous charges imposed by Hopewell Redevelopment and Housing Authority for repairs, sales, and charges for abuse or misuse by the tenant(s), members of the tenant's household or guests, legal costs, late fees, etc. Rent means all money, other than a security or pet deposit, owed or paid to HRHA under the rental agreement, including prepaid rent paid more than one month in advance of the rent due date.

HRHA's Rent Determination Procedures are stated in the HRHA Rent Determination and Rent Collection Procedure.

Choice of Rent: Income Based or Flat Rent

Link [24 CFR 960.253](#)

The annual HRHA offer to a family of the choice between flat and income-based rent will be conducted upon admission and upon each subsequent annual re-examination. The HRHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the resident file as part of the admission or annual re-examination process.

Utility Allowances

Link [Public Housing Guidebook, p. 138](#)

The HRHA establishes separate allowances for each utility and category of units based on reasonable utility usage. Utilities do not include: gas, electricity, and fuel for heating. Utilities provided by HRHA do include: water, trash and sewerage for a dwelling unit. The HRHA has installed air conditioning. The HRHA annually reviews the utility allowances and revises if necessary. Adjustments to resident payments as a result of such changes shall be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. Such rate changes shall not be subject to the 60 day notice requirement (§ 965.502(c)).

Excess utilities are not measured by HRHA except when a family is absent from the unit and the utility is shut off. In that case, the HRHA transfers the utility into HRHA's utility account. Only at that point does the HRHA classify the charges as excess utilities. Failure to pay excess utility



charges is a violation of the lease and grounds for lease termination. Each HRHA property has a meter.

Reasonable Accommodations in Adjusting the Utility Allowances

It is the policy of the HRHA to adjust the amount of tenant-paid utilities or HRHA consumption levels for tenant allowances in documented situations when a qualified family is entitled to the adjustments. Requests for relief from paying excess utility charge will be treated in the same manner as other request for relief due to hardship. Such adjustments shall be made based on the qualification of the disabled individual's special need, and shall be no more than the difference of the usage of the reasonable cost of a reasonable increased consumption level for the additional required apparatus used to address the need. Residents wishing to requests relief under this procedure should contact the Fair Housing Coordinator.

Flat Rents

Link PIH Notice [2017-23](#)

The HRHA will review flat rents on an annual basis, and adjust them as necessary to ensure that flat rents are set at no less than 80 percent of the applicable Fair Market Rent (FMR) or Small Area FMR (SAFMR). The HRHA will post the schedule of flat rents at the HRHA office. HRHA will revise the flat rents no later than 90 days after HUD issues new FMR's, if necessary. If a new flat rent causes the family's rent to increase more than 35%, the rent increase will be phased in at 35% annually until such time the family chooses to pay income based rent or the family is paying the full new flat rent. [\[24 CFR 960.253\]](#)

Change in Flat Rents

Changes to flat rents, up or down, will not affect families paying flat rent until their next annual flat rent offer, at which time the family will be given the choice of switching back to income-based rent or of remaining on flat rent at the current (most recently adjusted) flat rent for their unit.

Switching from Flat Rent to Income-Based Rent Due to Hardship

Link [24 CFR 960.253\(f\)](#)

A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. The HRHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent. Upon determination by the HRHA that a financial hardship exists, the HRHA will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's



request. The HRHA will immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship.

Maximum Rents

Maximum rents are used to calculate the resident rent for a mixed family, where at least one member is ineligible for assistance (not a citizen or national of the U.S., or with eligible immigration status).

Revised public housing maximum rents will be applied to a family's rent calculation at the first annual re-examination after the revision is adopted.

The HRHA will review and if necessary re-calculate the public housing maximum rents annually and will post the maximum rents at the HRHA office. The HRHA will maintain records that document the methodology used to determine maximum rents for each unit size.

Over Income Families

[83 FR 35490](#)

When the HRHA becomes aware, through an annual reexamination or an interim reexamination for an increase in income, that a family's income exceeds the applicable income limit (approximately 120% of Area Median Income, or "AMI"), the HRHA will document that the family exceeds the threshold to compare with the family's income 12 months later.

If, one year later that family's income continues to exceed the over-income limit, HRHA will provide written notification to the family that their income has exceeded the over-income limit for one year, and that if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent (based on a formula provided by HUD) or be terminated from assistance within six months pursuant to HRHA policies.

If, however, HRHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. The family is entitled to a new 2-year grace period if the family's income once again exceeds the over-income limit.

HRHA will, upon issuance of HUD guidance, establish the policies to determine the higher rent that is applicable to the family after verification of their status as over-income for two consecutive years.

Welfare Rent

Welfare rent does not apply.



Minimum Rent

Link [24 CFR 5.630](#)

The HRHA minimum rent is Fifty Dollars (\$50).

Minimum Rent Hardship

Link [24 CFR 5.630](#)

Families who live in Public Housing are eligible for the hardship exception to minimum rent if they meet at least one of the following criteria.

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances. To make a claim under this hardship exemption, the family must provide HRHA with proof of application for assistance, or termination of assistance. The proof would be provided by the agency responsible for granting assistance or terminating assistance.
- If the family would be evicted because it is unable to pay the minimum rent: For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or resident-paid utilities. The family must be able to document inability to pay the minimum rent at the time of the request
- If Family income has decreased because of changed family circumstances, including the loss of employment: To make a claim under this criteria the loss of employment must not be the result of failure to meet employment requirements by the resident or resident. Changed circumstance as defined in this section includes, but is not limited to:
 - Reduction in work hours
 - Reduction in pay rate
 - Reduction in work force
- If a death has occurred in the family: In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related



expenses or the loss of the family member's income). The deceased family member must be an income producing member of the household, which contribute to the 30% of income used to calculate the residents rent.

To make a claim under these provisions the resident or resident must submit a request, in writing, to the HRHA office. The resident must provide documentation to support the request for a hardship exemption.

- The HRHA will make the determination of hardship within 30 calendar days.
- The HRHA will require the family to repay the suspended amount within 30 calendar days of the HRHA's notice that a hardship exemption has not been granted. The HRHA will enter into a repayment agreement in accordance with the HRHA's repayment agreement policy.
- If the HRHA determines that a qualifying financial hardship is temporary, the HRHA will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The HRHA defines temporary hardship as a hardship expected to last 90 consecutive days or less. Long term hardship is defined as a hardship expected to last more than 90 consecutive days.

The HRHA will 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.

The hardship period ends when any of the following circumstances apply:

- At an interim or annual re-examination, the family's calculated TTP is greater than the minimum rent.
- For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost.
- For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.



CHAPTER 9: INSPECTIONS

The HRHA will inspect all dwelling units prior to move-in, at move-out and during occupancy. HRHA may conduct annual or biennial inspections. If HRHA determines that a family requires annual inspections for a particular unit, HRHA will inspect that unit annually. The HRHA may require additional inspections in accordance with HRHA policy.

Move-In Inspections

Link [24 CFR 966.4\(e\)](#)

The head of household is required to attend the initial inspection and sign the inspection form. A copy of the initial inspection, signed by the HRHA and the resident, will be provided to the resident and kept in the resident file.

Move-Out Inspections

HRHA will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection, unless the resident vacates without notice to the HRHA. The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HRHA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit.

Annual UPCS Inspections

Link: [PIH Notice 2018-19](#)

The HRHA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline. In addition, the HRHA will ensure that each unit is capable of heating to the minimal heat standard of 68 degrees Fahrenheit during the period of October 15th through May 1st.

An adult member of the household is required to attend the annual inspection. If an adult member cannot be present for good cause, the HRHA will conduct the inspection as long as there are no minors present in the unit. If minors are present in the unit with no adults, the inspection will not take place and the inspection will be rescheduled once. If HRHA is not able to conduct the rescheduled inspection due to only minors being present in the unit, it will be considered a lease violation for not providing access to the unit for inspection. If no one is at the unit at the time of the inspection, HRHA will conduct the inspection and leave notice that the inspection occurred. HRHA will conduct additional inspections if it is determined an inspection is needed.



Quality Control Inspections

The HRHA will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues. The purpose of these quality control inspections is to assure that repairs were completed on time and accurately.

Special Inspections

HRHA may conduct a special inspection for any of the following reasons:

- Housekeeping
- Unit condition
- Suspected lease violation
- Preventive maintenance
- Routine maintenance
- There is reasonable cause to believe an emergency exists

Building exteriors, grounds, common areas and systems will be inspected according to the HRHA Maintenance Procedures.

Emergency Inspections

The HRHA may conduct an emergency inspection without advance notice when there is reasonable cause to believe that an emergency exists. If no one is present at the time of the inspection, HRHA will leave a written statement showing the date, time and purpose of the inspection.

Inspections Notices and Attendance

Inspection Notices

The HRHA may enter the unit, with reasonable advance notice to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing.

Inspection Scheduling

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify the HRHA at least 24 hours prior to the scheduled inspection. The HRHA will reschedule the inspection once unless the resident has a verifiable good cause to delay the inspection. The HRHA may request verification of such cause.



Inspection Attendance Requirements

Link: [24 CFR 966.4\(i\)](#)

Except at move-in inspections and annual/biennial inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes.

If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit, unless only a minor(s) is present in the unit. In that case the inspection will not be conducted and the inspection will be rescheduled once.

If the resident refuses to allow the inspection, the resident will be in violation of the lease.

Hazardous Conditions/Emergency Repairs

Link [24 CFR 966.4\(e\)](#)

When conditions in the unit are hazardous to life, health, or safety, the HRHA will make repairs or otherwise abate the situation within 24 hours. Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

Non-Hazardous Inspection Repairs

The HRHA will correct non-life threatening health and safety defects within 15 business days of the inspection date. If the HRHA is unable to make repairs within that period due to circumstances beyond the HRHA's control (e.g. required parts or services are not available, weather conditions, etc.) the HRHA will notify the family of an estimated date of completion. The family must allow the HRHA access to the unit to make repairs.



Resident-Caused Damages

Damages to the unit beyond wear and tear will be billed to the resident.

If a unit fails inspection due to housekeeping or resident-caused damages, the resident will be given 15 calendar days to correct noted items, after which a follow-up inspection will be conducted. Residents will be issued a copy of the inspection report with required corrections. If a unit fails the follow-up inspection and if necessary to bring the unit into UPCS compliance, needed repairs will be completed by HRHA and charged to the resident.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

Housekeeping

Residents whose housekeeping habits pose an emergency, health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease.

A re-inspection will be conducted within 15 calendar days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.



Chapter 10: ONGOING PROGRAM OPERATIONS

Annual Re-Examinations

Links [24 CFR 960.257\(c\)](#); [24 CFR § 960.259\(c\)](#)

The HRHA will conduct a re-examination of income and family composition at least annually for families paying income-based rent. HRHA will inform the family of the flat rent amount and the income-based rent amount based on the family's income and household composition, along with the policies and procedures on switching rent types if there is a financial hardship. HRHA will apply the family's rent choice decision at the next annual re-examination.

The HRHA will schedule annual re-examinations to coincide with the family's move in date to the unit. If the family transfers to a new unit, the HRHA will not perform an annual re-examination. The annual re-examination date will remain the month the family first moved into a HRHA unit.

The HRHA will begin the annual re-examination process approximately 120 days in advance of the scheduled effective date. The annual re-examination will be effective on the first of the month. Each household member age 18 and over will be required to sign consent for criminal background check as part of the annual update process.

Streamlined Income Determinations

For any family member with a fixed source of income, the HRHA may determine that family member's income using a streamlined income determination by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

A family member with a fixed source of income is a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance; Federal, state, local, or private pension plans; Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

HRHA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount and will verify the COLA or current interest rate from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the HRHA will obtain third-party verification of income amounts in order to calculate the change in income for the source.



For any family member whose income is determined by a streamlined income determination, the HRHA will obtain third-party verification of all income amounts every 3 years.

Re-Examination for Families Paying Flat Rent

For families who choose flat rents, the HRHA will conduct a re-examination of family composition at least annually, and will conduct a re-examination of family income at least once every three years. The HRHA will follow the same reporting and verification procedures for flat rent annual re-examinations as for income-based.

In any year in which a family chooses the flat rent option but the HRHA chooses not to conduct a full examination of family income and composition for the annual rent option, the HRHA will:

- Use income information from the examination of family income and composition from the first annual rent option
- Inform the family of the updated flat rental amount and the rental amount determined by the most recent examination of family income and composition
- Inform the family of the HRHA's policies on switching rent types in circumstances of financial hardship
- Apply the family's rent decision at the next lease renewal.

Interim Re-examinations

Link [24 CFR 960.257; 24 CFR 966.4](#)

Changes to Household Composition

The family must report changes household composition to HRHA within 10 calendar days of the change. Families, including those who pay income-based rent as well as those paying flat rent, must report all changes to household composition that occur between annual re-examinations in writing within 10 calendar days. The HRHA will conduct interim re-examinations to account for any changes in household composition that occur between annual re-examinations

Household Additions

Families must request in writing HRHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 14 consecutive days or a total of 14 cumulative calendar days during any 12-month period (not a guest). If the family adds a member by birth, adoption or court-awarded custody, the family must notify HRHA within 10 calendar days of the addition.



Following a receipt of a family's request for approval, the HRHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. The HRHA will not approve the addition of a new family or household member unless the individual meets the HRHA's suitability, screening and eligibility criteria and documentation requirements.

If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit, the HRHA will approve the addition only if the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the HRHA. Exceptions will be made on a case-by-case basis.

If a new household member is approved by the HRHA to reside in the unit, the person's name and birth date will be added to the lease. The head of household and HRHA will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease. Only persons listed on the most recent certification form and lease, or added in accordance with these policies will be permitted to occupy a dwelling unit.

If the HRHA determines that an individual does not meet the HRHA's suitability, screening, eligibility criteria or documentation requirements, the HRHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The HRHA will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

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

When a change in the circumstance of resident family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

Household Member Removals

The resident must notify the HRHA of a family member move-out within 10 calendar days of its occurrence. The family must provide verification of the adult member move out: lease at another location, etc.



Changes Affecting Income or Expenses

This section applies to families paying income-based rent. Families paying flat rent are not required to report change in income or expenses.

Families are required to report a change of income in for the following:

- When the family has declared zero income begins to receive income, benefits or regular contributions;
- When a family is receiving a hardship exemption from zero income;
- When a family is participating in the Family Self Sufficiency program increases earnings that will impact their escrow account.

Families are not required to report other increases of income or benefits until the next scheduled annual re-examination. Interim re-examinations may be scheduled either because the HRHA does not have sufficient information to anticipate annual income at the time of the re-examination, for quality control, or because the family reports a change. When a family reports a change, the HRHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

HRHA-Initiated Interim Re-Examinations

Links [24 CFR 960.257](#); [24 CFR 966.4](#)

The HRHA will conduct interim re-certifications in each of the following instances:

- An increase in income from zero income.
- For families receiving the Earned Income Disallowance (EID), the HRHA will conduct an interim re-examination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the second 12 month exclusion period (50 percent phase-in period).
- If at the time of the annual re-examination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income) the HRHA will schedule an interim re-examination to coincide with the end of the period for which it is feasible to project income.
- If at the time of the annual re-examination, participant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the HRHA will conduct an interim re-examination.
- The HRHA may conduct an interim re-examination at any time in order to correct an error in a previous re-examination, or to investigate a participant fraud complaint.

The family must complete an Interim Change form and provide necessary information within 10 business days of the HRHA request.



Family-Initiated Income Interim Re-Examinations

A family may request an interim re-examination of family income or composition because of any changes since the last determination. HRHA will process the interim re-examination within a reasonable time after the family's request and submission of all required documentation.

If a family reports a change that it was not required to report and that would result in an increase in the resident rent, the HRHA will note the information in the resident file, but will not conduct an interim re-examination. The change will be made at the annual re-examination.

If a family reports a change that it was not required to report and that would result in a decrease in the resident rent, the HRHA will conduct an interim re-examination.

Interim Re-Examination Effective Dates

If the resident rent is to increase:

- The increase generally will be effective on the first of the month following 30 days' notice to the family.
- If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

If the resident rent is to decrease:

- The decrease will be effective on the first day of the month following the month in which the change was reported and documentation was received.

The family will be notified of the new resident rent and effective date.

Transfer Policy

The HRHA will maintain a transfer list and that transfers are processed in the correct order. Transfers will be processed in the following order:

- Emergency Transfers: Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; protect members of the household from attack by the criminal



element in a particular property or neighborhood; or to comply with the Violence Against Woman's Act (VAWA).

- Category 1 Administrative Transfers: Witnesses to crimes and may face reprisals; victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or requires a unit with accessible features.
- Category 2 Administrative Transfers: Family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 5 would equal more than two persons per bedroom.
- Category 3 Administrative Transfers: To avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

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

With the approval of the Executive Director, the HRHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

HRHA Required Transfers

The types of transfers that may be required by the HRHA, include, but are not limited to:

- Transfers to make an accessible unit available for a disabled family
- Transfers to comply with occupancy standards
- Transfers for revitalization, rehabilitation, demolition, disposition
- Emergency transfers

Transfers required by the HRHA are mandatory for the resident. If the resident does not move, the resident is in violation of the lease which is grounds for lease termination.

VAWA Transfer Policy

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at [24 CFR part 5, subpart L](#) is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant 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. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

HRHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HRHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HRHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HRHA has no safe and available units for which a tenant who needs an emergency is eligible, HRHA will assist the tenant in identifying other housing providers, including the offer of a tenant based voucher, who may have safe and available units to which the tenant could move. At the tenant's request, HRHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

HRHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HRHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.

Adverse Action Transfers

A HRHA-required move is an adverse action, and is therefore subject to notice requirements for adverse actions.

The HRHA will pay the reasonable costs of transfers that the HRHA requires, except that residents will be required to pay the cost of occupancy standards transfers.



Resident-Requested Transfers

HRHA has one public housing site therefore transfers to other public housing sites are not an option. Residents requesting a transfer to another unit are required to sign a Request for Transfer. The types of requests for transfers that the HRHA will consider include:

- Transfers to the HCV program alleviate a serious or life threatening medical condition
 - The family must meet all HCV program eligibility requirements
- Transfers to the HCV program due to a threat of physical harm or criminal activity
 - The family must meet all HCV program eligibility requirements
- Transfers due to a reasonable accommodation
- Transfers to a different unit size as long as the family qualifies for the unit according to the HRHA's occupancy standards

No other transfer requests will be considered by the HRHA.

Transfers requested by the resident are considered optional for the resident. Except where reasonable accommodation is being requested, the HRHA will only consider transfer requests from residents that meet the following requirements:

- No lease or program violations
- Not engaged in any activity that is grounds for termination
- Owes no back rent or other charges, and/or does not have a pattern of late payment
- No housekeeping lease violations or history of damaging property
- Is able to obtain utilities in the name of the head of household (applicable only to properties with resident-paid utilities)
- Is in good standing with HRHA for all reasons
- The resident will pay all of the costs of transfer s/he requests.
- The HRHA will pay reasonable accommodation transfer costs

Exceptions to the good record requirement may be made on a case by case basis to meet the needs of HRHA. Exceptions may also be made when the HRHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking and who provides documentation of abuse.

Reasonable Accommodation Transfers

In case of a reasonable accommodation transfer, the HRHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the HRHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is submitted orally, HRHA



will document the request in writing, with: the resident name, reasonable accommodation request, date, and signature of HRHA staff taking the request.

The HRHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family.

HRHA shall never offer a unit as a fully accessible unit to an applicant, resident, or program participant when the unit only has accessible features. Any offer of a unit in Hopewell, Virginia, with accessible features to an applicant, resident, or program participant shall include a written notice of what features are accessible in the unit and the ability of the person to reject the unit for not meeting their disability-related needs without losing their place for the next available accessible unit. Should any applicant or resident request information on additional accessible units owned or managed by HRHA (and its partners) P outside of Hopewell, VA, the property staff person shall provide contact information for properties in the areas of interest for that applicant or resident.

The HRHA transfer procedures are specifically provided in the Transfer; Reasonable Accommodation and VAWA procedures



CHAPTER 11: DENIAL OF ASSISTANCE AND LEASE TERMINATIONS

Link: [24 CFR 960.203](#)

Evidence and Considerations

HRHA will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

HRHA will consider the following factors prior to making its denial or termination decision:

- Evidence of the applicant or resident's participation in or willingness to participate in social service or other appropriate counseling service programs
- The age of the applicant and the circumstances surrounding the unfavorable event or history
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
 - HRHA will require the applicant/resident to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.
- Whether the cause of the unfavorable information may be that the applicant/resident is the victim of domestic violence, dating violence, sexual assault or stalking.
 - HRHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to a unit, a prior arrest record) that would warrant denial under HRHA's policies. Therefore, if HRHA makes a determination to deny admission to an applicant family, HRHA will include in its notice of denial/termination a statement of the protection against denial provided by VAWA, a description of HRHA confidentiality requirements.
 - A request that an applicant/resident wishing to claim this protection submit to HRHA documentation meeting the specifications below with her or his request for an informal hearing for an applicant and a grievance hearing for a resident.



- The existence of mitigating factors, such as loss of employment or other financial difficulties.
- If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission or termination of assistance, HRHA will determine whether the behavior is related to the disability. If so, upon the family's request, HRHA will determine whether alternative measures are appropriate as a reasonable accommodation. HRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial or termination.

As a condition of receiving or keeping assistance, a family may agree to remove the culpable family member from the application or unit. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit. An incarcerated culpable family member may not be an applicant, resident or guest for five years from incarceration release date. The family must present evidence of the former family member's current address upon HRHA request.

Denial of Assistance

Link: [24 CFR 960.204](#); [24 CFR 5.Subpart I](#)

The HRHA will deny admission of an applicant to the public housing program for the following:

- An applicant will be denied admission for three years from the date of the eviction if any household member has been evicted from federally assisted housing for drug-related criminal activity. However, the HRHA may admit the household if it determines:
 - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HRHA; or
 - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- The HRHA determines that any household member is currently engaging in illegal use of a drug (For purposes of this section, a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current);
- The HRHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;



- The HRHA will permanently deny admission to the PHA's public housing program if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- The HRHA will prohibit admission to the public housing program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. The HRHA will perform necessary criminal history background checks in the State of Virginia and in other States where household members are known to have resided.
- The HRHA will deny admission to the PHA's public housing program if the HRHA determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

HRHA may deny admission to an applicant family if HRHA determines that any household member is currently engaged in, or has engaged in any of the activities within the past five (5) years.

- Drug-related criminal activity (defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug).
- Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
- Criminal activity that threatens persons or property which would adversely affect the health, safety, or welfare of other residents, HRHA personnel or contractors including the possession of illegal fire arms.
- Abusive or violent behavior or threats of violence towards HRHA personnel.
 - Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- Has a pattern of unsuitable past performance in meeting obligations of their tenancy including the following:



- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents, HRHA staff and contractors.
- Has a pattern of eviction from housing or termination from residential programs (considering relevant circumstances).
- Owes rent or other amounts to this or any other Public Housing Authority or owner in connection with any assisted housing program.
- Failure to pay rent;
- Misrepresented or does not provide complete information related to eligibility, including income, expenses, family composition or rent.
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The applicant or any member of the applicant household is a former resident of a public housing authority, or a former resident in the Housing Choice Voucher program, who had a record of lease violations or whose tenancy was terminated by the Housing Authority or private landlord.
 - No previous resident may be readmitted unless all previous amounts owed have been paid to public housing authority; but payment of such debt does not necessarily entitle an applicant to eligibility under this section unless HRHA has agreed in writing to grant eligibility upon payment of amounts due.
- Any other HUD required reason.

Notice of Denial

Link: [24 CFR 960.208](#)

HRHA will notify applicant families in writing of any decision to deny assistance.

Before HRHA denies admission to the public housing program on the basis of a criminal record, the HRHA will notify the applicant of the proposed action to be based on the information and will provide the subject of the record and the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact HRHA to dispute the information within that 10 day period, HRHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.



Denial of Assistance for Noncitizens

Link: [24 CFR 5.514\(d\)](#); [\[24 CFR 5.508\(g\) \(5\)\]](#)

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in Chapter 5: Initial and Continuing Eligibility. This verifications chapter discusses HUD and HRHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. Verification of non-citizens having temporary status will need to be re-verified prior to the expiration date.

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing. Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

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

A pro-rata reduction in housing assistance will be made for all persons in the resident family who do not have either citizenship or eligible immigration status.

If, within 10 calendar days of the eligibility interview the family fails to submit the required documentation or to complete the required forms and certifications, the family will be determined to be ineligible.

When HRHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 calendar days of the determination. The notice will explain the reasons for the denial of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with HRHA within 15 calendar days. The informal hearing with HRHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.



Informal Hearing Policy

Link: [24 CFR 966 Subpart B](#)

The HRHA will only offer informal hearings to applicants for the purpose of disputing denials of admission. Informal hearing requests must be made in writing within the required timeframe. The informal hearing will be conducted by a person other than the one who made the decision under hearing or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of the HRHA. The hearing decision will be based only on evidence presented at the hearing by both parties. Evidence presented after the hearing will not be considered. Extensions for evidence will not be granted.

The person conducting the informal hearing will make a recommendation to the HRHA, but the HRHA Executive Director is responsible for making the final decision as to whether admission should be granted or denied. If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

HRHA will not provide a transcript of an audio taped informal hearing.

The HRHA Informal Hearing procedures are stated in the HRHA Informal Hearing and Grievances Procedure.

Informal Hearing for Citizenship

The HRHA will provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinator of the person who made or approved the decision.

Lease Terminations

Link [24 CFR 966.4](#)

Resident Initiated Terminations

1. Required Notice: Before a resident vacates the unit, the resident is required by the lease to give a 30-day written notice terminating the lease to the management office. The resident's obligation to pay rent continues until the end of the notice period and the keys are returned to Management, except if the unit is re-rented sooner (see 5. below).
2. Vacates Due to Death, Illness, or Nursing Home Admission: In general, a 30-day written notice from a family member will be required (see A.1 above). However, the management



staff will attempt to balance the needs of the family at the time of crisis against the need for time to prepare and re-rent the unit. The Assistant Vice- President may allow more time if circumstances warrant it.

3. **Moving Without Notice:** If a resident moves without giving proper notice (known as a “skip”) or does not return the keys to Management, the resident may be sent an abandonment notice specifying the date management became aware of the “skip” and follow up with legal action to recover the unit.
4. **Negotiated Vacates or Evictions:** Occasionally a vacate date is negotiated as part of a court settlement, a hearing settlement, or to avoid a termination action or if the Resident is evicted. In these cases, no further written notice is required.
5. **Rent Cut-off Dates:** Rent will be charged through the effective date of the vacate notice. If the resident vacates before the end of notice period, turns in the keys to management, the unit is readied, and the unit is re-rented to a new resident before the end of the notice period, the vacating Resident will not be liable for rent from the date the new resident signs the lease for that unit until the end of the notice period.

Effect of Giving Notice to Vacate:

1. Except as provided in #2 below, once a resident has given written notice to HRHA management that he or she is terminating the dwelling lease and vacating his or her unit, the resident will not be allowed to cancel, revoke, or otherwise change the notice.
2. If the unit has not been shown and accepted for re-rental by a new or transferring resident, the vacating resident may request HRHA management to agree to an extension of the vacate date or, in a case of hardship, may request management to allow the notice to be cancelled by the resident. Any agreement to a change in the vacate date or a cancellation of the notice is at the discretion of management and will be made in writing.
3. If a resident fails to vacate the unit on the vacate date stated in the notice to management or as otherwise agreed in writing between the resident and management, management may file an Unlawful Detainer action in court alleging an illegal holdover past the termination of the lease.

HRHA Terminations

Termination of Lease for Nonpayment of Current or Retroactive Rent

If rent is not delivered timely, the Property Manager will proceed to terminate the lease as indicated in that procedure. If retroactive rent becomes due, the Resident must promptly pay such rent. No extension of payment of retroactive rent will be made except as provided for under the hardship provision of payment of security deposit, rent, and other charges. Procedure for termination for nonpayment of retroactive rent is the same as termination for current rent.



Timing of Notice: If rent is not paid in full by the eighth day of the month, a Late Payment Notice and a Notice of Termination, terminating the dwelling lease in 14 days will be sent to the resident. After the expiration of the 14-day period, an Unlawful Detainer will be filed against the resident in the appropriate court.

State Law Regarding Termination for Non-Payment: The Unlawful Detainer will be served on the resident household. Virginia statutes governing Unlawful Detainer actions and hearings and procedures will be followed.

Writ of Eviction; Physical Eviction: If the court rules in the HRHA's favor and issues a writ of eviction and the writ of eviction is served on the resident, acceptance of the rent payment is at the discretion of management and the resident must voluntarily move or be physically moved out in the presence of the sheriff.

Consideration of Termination of Lease for Violations Other Than Non-Payment of Rent

When it becomes necessary to consider termination of a lease for other than nonpayment of rent, and prior to sending a termination notice, management may meet with the tenant, or make reasonable efforts to arrange such a meeting, to determine the reason for failure to comply with the lease.

If the breach is the result of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a resident's household or any guest or other person under the resident's control then VAWA protections may be enacted. All families will be provided with a notice of rights under VAWA upon notification of eviction or termination of assistance.

Lease Termination for Cause

The Dwelling Lease may be terminated at any point during tenancy for serious or repeated violations of the lease terms. Management will act promptly to propose termination in serious situations that affect any of the following:

1. Any violent or drug-related criminal activity on, near or off premises;
2. Health and Safety;
3. The property, other residents, staff, or neighbors, or;
4. The well-being of the building, development, or neighborhood.



Non-Renewal of Lease

- Reasons for Non-Renewal: Serious or repeated violations of the Dwelling Lease, including chronic late payment of rent, failure to comply with community service program, record of disturbing other residents, failure to pay on other charges, unsafe and unsanitary housekeeping, are grounds for non-renewal of the lease.
- Timing of a Non-Renewal of a Lease: 30 days prior to the effective date of the annual re-examination, the Property Manager will review the tenant's file to determine if there is cause for non-renewal. If there is sufficient cause, the manager will send the Resident a notice denying the renewal of the lease and informing the Resident that he or she must vacate the dwelling unit by the end of the month following the month in which the notice is given.
- Rights to Hearing: Residents who are notified of the non-renewal of their lease have a right to a hearing in accordance with the Tenants Grievance Procedure. The non-renewal notices will include a notice of the right, and must be filed in writing within ten business days of the termination notice

Termination Notices

HRHA will attempt to deliver notices of lease termination directly to the resident or an adult member of the household. If such attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include a statement of the protection against termination provided by the [Violence against Women Reauthorization Act of 2005](#) (VAWA) for victims of domestic violence, dating violence, sexual assault or stalking. The notice will also include a copy of [HUD form 50066 \(alternate languages\)](#), Certification of Domestic Violence, Dating Violence, or Stalking.

HRHA will give written notice of 14 calendar days for nonpayment of rent. For all other lease terminations HRHA will give 30-days written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

Expedited Notice (Notice of Violation of Lease with Intent to Terminate) is served in cases of drug-related criminal activity, criminal activity, or any activity of an extreme nature that pose a threat to the health/safety of others including but not limited to a threat to the safety of staff.

Terminations for Unacceptable criminal activity for Low Income Public Housing Applicants and Residents will be based on the following:

Drug related convictions; Alcohol related convictions (if it indicates an ongoing pattern); Fraud;



Acts of violent behavior convictions; and or Crimes of violent behavior residents will be terminated from the programs.

Applicants/ residents must report any convictions from criminal activity which occurs after the application review (this includes residents, tenants and those that have not yet moved into HRHA assisted housing program(s)).

Applicants/residents will be given 45 days to resolve active warrants.

HRHA will allow applicants and residents to address and present mitigating circumstances regarding criminal background checks prior to final decision.

Repayment Agreements

If a family owes amounts to the HRHA, as a condition of continued occupancy, HRHA may require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the HRHA of the amount owed. The family will have the option to repay the amount owed as follows:

- In a lump sum payment; or
- Monthly installment; or
- A combination lump sum payment and monthly installments

Any repayment agreement between the HRHA and a family must be signed and dated by the HRHA and by the head of household and spouse/co-head (if applicable). If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, HRHA will terminate the family's tenancy and utilize other available collection alternatives including, but not limited to, the following:

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

The repayment agreement will include the total amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. The amount of the monthly repayment together with the family's TTP will not exceed 40% of the family's adjusted monthly income. The amount of the monthly repayment will be amended as



adjustments are made to the family's TTP. The HRHA repayment agreements will not exceed a term of 24 months.

The HRHA generally will not enter into a repayment agreement with a family if:

- There is already a repayment agreement in place with the family
- If the HRHA determines that the family committed program fraud
- If the amount is greater than \$5,000, or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

HRHA may at any time not enter into a repayment agreement and instead terminate the family's tenancy and pursue alternative collection methods. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed and may be reported in HUD's EIV system as a debt owed. HRHA may take such action, as necessary, to collect the amounts owed.

Evictions

The HRHA Dwelling Lease is a yearly lease and may be terminated by either party with proper notice. Lease terminations may be voluntary on the part of the resident. The HRHA may refuse to renew the lease at the time of re-examination, or it may initiate a termination action against a resident for non-payment of rent, for serious or repeated violations or for other good cause.

Eviction Information

A written record of every termination and/or eviction will be maintained by HRHA and will contain the following information:

- Name of resident, number and identification of unit occupied
- Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently
- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail
- Date and method of notifying the resident
- Summaries of any conferences held with the resident including dates, names of conference residents, and conclusions

Grievance Policy

Links: [24 CFR 966, Subpart B](#); [Notice PIH 2016-05](#)

Grievance is defined as any dispute a resident may have with respect to a HRHA action or failure to act in accordance with the individual resident's lease or HRHA regulations that adversely affects the individual resident's rights, duties, welfare, or status.



HRHA has established a Public Housing Grievance Policy and Procedure that includes, but is not limited to, applicability of rules, an explanation of the grievance process, identification of applicable time lines, and procedures governing the hearing.

The Public Housing Grievance Policy and Procedure is provided to residents at the time the lease is signed and is also available at HRHA office.

Grievances related to any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents, neighbors, or employee of HRHA (to include but not limited to drug related criminal activity on or off the premises or alcohol abuse) are excluded from the Grievance Procedures.

HRHA grievance procedure will be incorporated by reference in the resident lease. HRHA grievance procedure is stated in HRHA Informal Hearing and Grievance Procedure.

Grievance Hearing

Link: [24 CFR 966, Subpart B](#)

The HRHA will promptly schedule the hearing. Hearings will be held at the HRHA office. Hearing notices containing the date, time, location and hearing procedures governing the hearing will be mailed to the resident and the hearing officer.

HRHA grievance hearings will be conducted by a single impartial hearing officer and not a panel. The hearing officer will be someone other than the person who made or approved the decision or a subordinate of that person. The HRHA lease states the hearing officer selection policy.

Grievance hearings may be attended by the following applicable persons:

- A HRHA representative(s)
- Any witnesses for the HRHA
- The resident
- Any witnesses for the resident
- The resident's counsel or other representative
 - If the resident is bringing legal counsel to the grievance hearing, the resident must notify HRHA at least 24 hours in advance of the hearing.
- Any other person approved by the HRHA will be as a reasonable accommodation for a person with a disability.

If the resident does not attend the hearing, the hearing officer will rule in favor of the HRHA.

Hearing Decision

In rendering a decision, the grievance hearing officer will consider the following matters:

- HRHA Notice to the Family



- HRHA Evidence to Support the HRHA Decision
- Resident Presented Evidence
- Validity of Grounds for Termination of Tenancy

The hearing officer will prepare a written decision. A copy of the decision will be sent to the resident and the HRHA. The HRHA will retain a copy of the decision in the tenant's folder. The HRHA will maintain a log of all hearing officer decisions, the date of the decision, the general reason for the grievance hearing. The hearing officer log will be available upon request of the hearing officer, the resident, or a resident's representative.

The decision of the hearing officer will be binding unless the HRHA Board of Commissioners determines that:

- The grievance does not concern HRHA action or failure to act in accordance with or involving the resident's lease on HRHA regulations, which adversely affects the resident's rights, duties, welfare or status; or
- 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 HRHA.

A decision by the hearing officer or Board of Commissioners in favor of the HRHA or which denies the relief requested by the resident in whole or in part will not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.



CHAPTER 12: PROGRAM INTEGRITY

The HRHA anticipates that the majority of families and HRHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. To ensure that the HRHA's program is administered effectively and according to the highest ethical and legal standards, the HRHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

HRHA will initiate an investigation of a Resident family only in the event of one or more of the following circumstances:

- Referrals, Complaints, or Tips. HRHA will follow up on referrals from other agencies, companies or persons which are received by mail, or in person, which allege that a Resident family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the Resident file.
- Internal File Review. A follow-up will be made if HRHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, HRHA's knowledge of the family, or is discrepant with statements made by the family.
- Verification or Documentation. A follow-up will be made if HRHA receives independent verification or documentation that conflicts with representations in the Resident file (such as public record information or credit bureau reports, reports from other agencies).

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and Resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by Resident families.

1. *Things You Should Know*: The program integrity bulletin ([form HUD-1140-OIG](#) created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.
2. *Program Orientation Session*: Mandatory orientation sessions will be conducted by Housing Management at the time of initial occupancy. At the conclusion of all New Resident Orientation sessions, the family representative must sign all applicable forms to confirm that all rules and pertinent regulations were explained to them.



3. *Resident Counseling*: HRHA will routinely provide resident counseling as a part of every re-examination interview in order to clarify any confusion pertaining to program rules and requirements.
4. *Review and Explanation of Forms*: HRHA will explain all required forms and review the contents of all (re)certification documents prior to signature.
5. *Use of Instructive Signs and Warnings*: Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.
6. *Third-Party Verifications*: HRHA will use third party verification whenever possible, and if using Resident supplied or other documents for verification purposes, HRHA will document the attempts to obtain third party verification

Detecting Errors and Program Abuse

The HRHA will employ a variety of methods to detect errors and program abuse, including:

- Using the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the HRHA's error detection and abuse prevention efforts.
- Encouraging staff, residents, and the public to report possible program abuse.
- Reviewing all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation.
- Investigating inconsistent information related to the family that is identified through file reviews and the verification process.

For each investigation the HRHA will determine

- Whether an error or program abuse has occurred
- Whether any amount of money is owed the HRHA
- What corrective measures or penalties will be assessed

Consideration of Remedies

All errors and instances of program abuse will be corrected prospectively. Whether the HRHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, the HRHA will take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members
- Any special circumstances surrounding the case
- Any mitigating circumstances related to the disability of a family member
- The effects of a particular remedy on family members who were not involved in the offense



Disposition of Cases Involving Misrepresentation

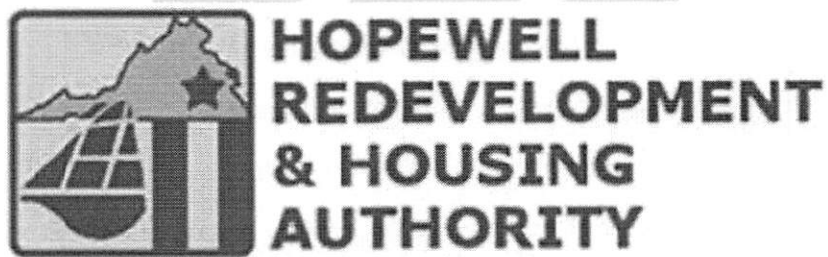
- In all cases of misrepresentations involving efforts to recover monies owed, HRHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:
 - Criminal Prosecution: If HRHA has established criminal intent, and the case meets the criteria for prosecution, HRHA may refer the case to HUD's OIG, and terminate rental assistance.
- Administrative Remedies: HRHA may:
 - Terminate tenancy and demand payment of restitution in full.
 - Terminate tenancy and execute an administrative repayment agreement in accordance with the HRHA's Repayment Policy.
 - Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with HRHA's Repayment Policy.

Notice and Effective Dates

HRHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation.

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2018 RESIDENTIAL LEASE AGREEMENT



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Lease Part 1: The Residential Lease Agreement Terms and Conditions

The Lease Part 1 specifies the terms and conditions applicable to all Hopewell Redevelopment and Housing Authority (HRHA) residents. **The HRHA Admissions and Continued Occupancy Policy (ACOP) is herein incorporated into the Residential Lease Agreement (Lease) by reference.**

The Lease is executed by the head and co-head of household (if applicable), and the HRHA. It includes the following information specific to each family's circumstances:

- (a) Identification of all members of the family and household by dates of birth, their relationship to the head of household, and the last four digits of their Social Security numbers;
- (b) Unit address, occupancy date, development name, and client number;
- (c) Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), and the amount of any other regular, reoccurring charges due under the Lease;
- (d) Utilities and appliances provided by the HRHA and by the resident;
- (e) Identification of any accessible housing, alternate communication needs, or reasonable accommodations;
- (f) Signature line for the parties to the Lease.

Statement of Fair Housing and Non-Discrimination

HRHA is an equal housing opportunity provider. HRHA does not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). HRHA does not interfere, threaten, or coerce persons in the exercise of their fair housing rights. HRHA does not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

Lease Part 2: Definitions

The Lease Part 2 contains definitions of words used throughout Part 1.



LEASE PART 1: Resident Information & Terms and Conditions

Client Number _____

THIS RESIDENTIAL LEASE AGREEMENT (Lease) is between the Hopewell Redevelopment & Housing Authority (HRHA) and/or its property manager(s) and the resident (Resident). The HRHA, relying upon data provided by the resident about income, family composition, and housing needs, leases to the resident the dwelling unit described below, executed by the resident and the HRHA, subject to the terms and conditions contained in this Lease.

1. THIS AGREEMENT is executed between the Hopewell Redevelopment & Housing Authority (hereinafter called "HRHA"), and _____ (therein called "Resident").

Date of Lease	Term of Lease		Annual Review Date	Monthly Rent	Security Deposit
	Beginning	End			

2. Unit: The HRHA, relying upon the representations of the Resident as to the resident's eligibility, income, deductions from income, preferences, household and housing needs, leases to the Resident a unit in accordance with the Lease.

Resident (Head of Household): _____

Co-head (if applicable): _____

Street Address: _____ Apartment No.: _____

City Hopewell State: VA Zip Code: _____

3. Authorized Occupants: The Resident's household is composed of the authorized members listed below.

Name	Date of Birth mm/dd/yy	Relationship to Head	Last Four Digits of Social Security
		Head	
		Co-Head	
		Foster Child	
		Foster Child	
		Live-In Aide	

4. Initial rent: Is prorated for a partial month and will be \$ _____.
5. Monthly Rent: After the initial rent set in (4) above, rent in the amount of \$ _____ per month is due and payable on the first day of each month. Rent is late if not paid by the fifth of the month. If the fifth falls on a weekend or holiday, rent is due by 5:00 p.m. on the following business day. The monthly rent will remain in effect unless adjusted in accordance with the Lease, Section 4.

This rent is: ☐ Income-based rent ☐ Flat rent

Rent Payments: Rent payments must be mailed or delivered to Drop Box located at 350 East Poythress Street, Hopewell, VA 23860. The HRHA will not accept cash for rent payments, or payments or charges in addition to rent. Notice of payment location changes will be provided to residents 30 days prior to the action.

6. Security Deposit:
- Resident agrees to pay \$ _____ as a security deposit in accordance with the Lease, and the ACOP.
 - Security Deposits are held in escrow until tenant move out.

7. Utility Allowance:

a) The following utilities are furnished by the HRHA, as checked below:

Heat ☐ Hot Water ☐ Cold Water ☐ Electricity ☐ Gas ☐

HRHA agrees to furnish the following utilities as reasonably necessary: heat, hot and cold running water, electricity and gas for lighting and general household appliances. No charge will be billed for providing these utilities unless Resident's consumption of electricity and gas exceeds during any monthly utility billing period the allowance in kilowatt hours (KWH) of electricity and gas posted at the Management Office.



Amounts billed for excess electricity and gas consumption shall be due and collectible on the first of the month following the notice of the charge, provided that Resident has at least two weeks' notice. HRHA may establish a system of utility sub metering, and/or other methods of calculating costs, for one or more of those utilities that are not currently billed to Resident for excess consumption. HRHA reserves the right to adjust the utility charges, at any time, based on increased costs, consumption and/or utility rates, as is deemed necessary at its sole discretion.

Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Management shall not be liable for any interruption of utility services. Management may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work requiring such interruptions. Management will act with customary diligence in making repairs and reconnections, and Rent will not abate. All replacement electric bulbs for the unit's fixtures shall be furnished by Resident and shall not be removed upon Resident vacating the Unit.

A PHA may change the utility allowance at any time during the term of the lease, and will give the Resident 60 day's written notice of the revised allowance along with any resultant in changes in Resident rent.

If the Residents actual utility bill exceeds the Allowance for Utilities, the Resident will be responsible for paying the excess amount directly to the HRHA.

8. Other Resident Responsibilities: Subject to reasonable accommodations, this Lease requires the Resident to assume the responsibilities listed below.

9. Accessible Features: The Resident has requested to the HRHA and the HRHA has verified the need for the following accessible features indicated below.

<input type="checkbox"/> A separate bedroom	<input type="checkbox"/> Unit for hearing-impaired
<input type="checkbox"/> A barrier-free apartment	<input type="checkbox"/> First-floor unit
<input type="checkbox"/> One-level unit	<input type="checkbox"/> Other _____
<input type="checkbox"/> Unit for vision-impaired	

10. Alternate form of communication or format for written notices: The Resident has requested and the HRHA has verified the need for the following alternate form of communication or format listed below:

11. Other Reasonable Accommodations: The Resident has requested and the HRHA has verified the need for the following reasonable accommodations:



Section 1. Lease Term and Amount of Rent

- (a) The initial term of this Lease is 12 months, unless otherwise modified or terminated in accordance with this Lease. The Lease is automatically renewable except for noncompliance with the community service requirements or participation in an economic self-sufficiency program for applicable households.
- (b) The rent amount is stated in the Lease #5 above. Rent will remain in effect unless adjusted by the HRHA, in accordance with this Lease. The rent amount will be determined by the HRHA in compliance with United States Department of Housing and Urban Development (HUD) regulations and the HRHA ACOP.
- (c) Each time a resident's check for rent is not honored (due to insufficient funds) the HRHA will collect a fee of \$25. If the resident's check is not honored three times, the HRHA will not accept personal checks during the remainder of that lease term.
- (d) During the re-examination process, residents will have a choice to pay either flat rent or income- based rent. (Utility allowances do not apply to flat rent.)
- (e) Notice of Rent Adjustment and Grievance Rights: When the HRHA makes any increase in the rent amount, the HRHA will provide written notice stating the effective date of the rent adjustment to the resident no less than 30 days prior to the effective date. If the rent decreases, the HRHA may provide less than 30 days' notice if necessary, in order to comply with the requirements set forth in Lease Section 4(d) 1 and 2. The resident may ask for an explanation of the specific grounds of the decision of the HRHA concerning rent, dwelling size, or eligibility. If the resident does not agree with the decision, the resident will have the right to request a hearing under the HRHA Grievance Procedure.



Section 2. Charges in Addition to Rent

- (a) In addition to rent, the resident is responsible for the payment of any other charges not limited to those specified in the Lease. The Notice of Charges in Addition to Rent will advise the resident that he/she has the right to an explanation of the charge(s), and that disputes about charge(s) may be resolved through the HRHA Grievance Procedure.
- (b) Reasonable Accommodations: Qualified persons who request reasonable accommodations, in the form of equipment or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities, or grounds, will not be charged for the reasonable accommodation.
- (c) Charges in addition to rent are due on the first day of the month after the HRHA has provided the resident a minimum of 14 calendar days' notice. The additional charges will be added to and become part of the resident's monthly rental account if not paid based on the notice received. The resident may be granted the chance to enter into a repayment agreement based upon the resident's monthly adjusted income and payment history and in accordance with the HRHA Repayment Policy provided in the Admissions and Continued Occupancy Policy. Charges in addition to rent can include but are not limited to:
 1. Payment of utility charges.
 - a) Residents must pay any charges for excess use of utilities (i.e. charges over the monthly utility allowance granted).
 - b) Residents may request a waiver of excess utility usage pursuant to the policy of Reasonable Accommodation in Adjusting the Utility Allowance (Admissions and Continued Occupancy Policy, Chapter 8). Requests for relief from paying excess utility charge will be treated in the same manner as other request for relief due to hardship. Such adjustments will be made based on the qualification of the disabled individual's special need, and will be no more than the difference of the usage of the reasonable cost of a reasonable increased consumption level for the additional required apparatus used to address the need. Residents wishing to requests relief under this procedure should contact the HRHA Housing Manager.
 2. Maintenance costs. The resident will be charged for services or repairs due to intentional, negligent, or reckless damage to the dwelling unit, assigned areas, common areas, or grounds beyond normal wear and tear caused by the resident, resident authorized members, resident's pet(s) and animal(s), or guest(s) or other person(s) under the resident's control. Charges will be made as listed on the Schedule of Maintenance Charges posted by the HRHA, or when work is not listed on the Schedule of Maintenance charges, charges will be equal to the actual cost to the HRHA for the labor and materials needed to complete the work.
 3. Installation Charges. The HRHA will charge for the installation of approved resident supplied air conditioners and other approved appliances or equipment that require special wiring or structural changes to the dwelling unit or premises.



Section 3. Security Deposit

- (a) The exact dollar amount of the security deposit is noted in Lease, #7 above. Existing residents who have not paid a security deposit must pay a deposit of \$75.00 within three months of signing the Lease. Security deposits will not be increased even if rent increases.
- (b) The HRHA will deposit the security deposit in an interest-bearing account as listed in #7 above, supply the resident with information of the account and credit the resident's account on an annual basis, in accordance with state and local law and ordinances.
- (c) Following state and local laws and ordinances, after proper notice that the unit has been vacated the HRHA will complete a move-out inspection and return the security deposit with any interest to the resident. The security deposit is subject to the deductions stated in this section and with state and local law. If deductions are made, the HRHA will mail an itemized statement of the reason(s) for the deductions to the last known address of the resident vacating the unit, within 30 calendar days.

The HRHA may use the security deposit at the expiration or termination of this Lease for the following:

- 1. As collection for any rent that has not been validly withheld or deducted based on state or federal law or local ordinance; and
 - 2. To collect the cost of repairing any damages caused by the resident, resident authorized members, resident's pet(s) and animal(s), or guest(s), or other person(s) under the resident's control, excluding reasonable wear and tear.
- (b) Residents transferring from one HRHA unit to another unit within the same development (intra-development) will have the security deposit credited to the new unit. If the resident transfers from one HRHA development to a different development (inter-development) the HRHA will refund the resident's security deposit minus any damages assessed. The resident will be responsible for paying a security deposit for the new dwelling unit equal to the original security deposit amount at the previous unit. If a security deposit was not collected on the previous unit a new security deposit equal to the minimum rent must be collected.
 - (c) The security deposit will not be used by the resident to pay the first or last month's rent.

Section 4. Scheduled and Interim Re-examination of Rent, Dwelling Size, and Eligibility
The rent amount as stated in Lease above is due each month until the rent amount is modified or amended after a re-examination, as described in the ACOP. Any changes in the lease must be in writing and result in a lease amendment or a newly signed lease.

(a) Scheduled Re-examinations:

As stated in the ACOP, residents and all authorized members will be re-examined to determine eligibility for continued occupancy. The resident must supply the HRHA with truthful written information about family composition, citizenship and/or eligible immigration status, age of resident authorized members, income and source of income of all resident authorized members, assets and related information necessary to determine eligibility, annual income, adjusted income, rent, and dwelling size. Failure to supply such information or misrepresentation of information is a serious violation of the terms of the Lease and may result in lease termination.



The resident and resident adult authorized members agree to comply with reasonable HRHA requests for verification by signing releases or authorizations for third-party sources, including HUD Form 9886 and the HRHA Authorization and Consent Release Form, presenting documents for review, or providing other suitable forms of verification. This information will be used by the HRHA to decide whether the amount of the rent should change, whether the dwelling size is correct for the resident's needs, and whether the resident and all authorized family members are in compliance with the terms and conditions of the lease agreement. Failure to sign releases, including HUD Form 9886 and the HRHA Authorization and Consent Release Form, is a serious violation of the terms of the Lease and can result in lease termination.

(b) Interim Re-examinations:

As specified in the ACOP, if there are any changes in a family's income or household composition between scheduled re-examinations, an interim re-examination may be conducted. Certain changes require advance approval by the HRHA.

1. Residents are required to report all changes in family composition or income to the property manager within 10 calendar days of the occurrence.
2. Failure to report changes in income within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction.
3. In order to qualify for rent reductions, residents must report income decreases.
4. Residents are required to report interim increases in income. If a resident was granted an interim rent reduction, he/she must report an interim increase in income within 10 calendar days.

(c) Hardship Suspension/Exemption from the minimum rent:

A minimum rent hardship suspension will be granted to a resident who requests and can document, that due to a financial hardship he/she is unable to pay the minimum rent amount. If a resident paying minimum rent requests a hardship suspension, the HRHA must suspend the minimum rent, effective the following month, and determine whether the resident qualifies for hardship exemption. A hardship suspension from the minimum rent does not mean the rent amount becomes zero (0). The family is required to pay the greater of 30% of adjusted monthly income or 10% of gross monthly income when that amount is less than the minimum rent. When appropriate, a hardship exemption will be granted considering the basis of the hardship and the amount the resident should be obligated to pay based on their income.

(d) Effective date of rent adjustments:

1. Timely Reporting (Within 10 calendar days of the occurrence)
 - i. Decreases - First day of the month after the decrease in income is first reported to the property manager.
 - ii. Increases - First day of the second month following the increase in income.
2. Late Reporting (After 10 calendar days of the occurrence)
 - i. Decreases - The household is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the property manager. Any required earned income disallowance (EID) period will occur, whether reported in a timely manner or not.



- ii. Increases - The household will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported.
- (e) Retroactive rent charges will be applied only where it is found that the resident or resident authorized members have (1) misrepresented or omitted the facts on which the rent is based, so that the rent the resident is paying is less than the rent the resident should have been charged; or (2) is late in reporting in accordance with the ACOP. The increase in rent will be applied retroactively to the first of the second month following the event in which the misrepresentation or failure to report occurred. Failure to pay the retroactive charge may result in termination of tenancy.
- (f) If the error in rent calculation is caused by information reported by the resident at admission or any re-examination, resulting in an overpayment by the resident, the resident's rent will decrease effective the month after reporting. Less than a 30 day written notice, if necessary, is allowable to correct the error. The resident will not receive a retroactive credit.
- (g) When the HRHA makes a rent calculation error at admission or re-examination and it causes a household's rent to be too low, any increase in rent will not go into effect retroactively. The increase in rent will go into effect the first day of the second month after the HRHA error is discovered and proper notice of the rent increase has been given to the household pursuant to Lease, Section 1(e). If the HRHA's rent calculation error resulted in an overpayment by the resident, the resident has a choice between a check for overpayment or a credit to their account.

Section 5. General Conditions for Use and Occupancy of the Dwelling Unit

- (a) The dwelling unit will be the sole domicile of the resident and resident authorized members.
- (b) The resident and resident authorized members will have the right to exclusive use and occupancy of the dwelling unit. The resident and resident's authorized members will not assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence solely for the resident and resident authorized members named on the Lease. The resident must request and receive prior written approval from the HRHA for the resident to use their dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- (d) The resident will have the right to allow individual guests or visitors for a period up to 14 calendar days in a calendar year. If the resident wishes a guest to remain longer than 14 consecutive days in a calendar year, the resident must submit a written request to the property manager. The HRHA will not unreasonably deny a request for an extension.
- (e) The HRHA may ban/bar visitors who engage in any behavior that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons, including criminal activity cases. Visitors banned for such behavior, will be restricted from entering HRHA properties. A resident will be notified by HRHA, the Hopewell Police Department and/or property manager when a guest of his/hers has been banned. Residents may grieve the HRHA's decision to ban a visitor in accordance with the HRHA Grievance Procedure.



- (f) Violation of any of the terms of this Lease Section or the ACOP is cause for termination of tenancy.

Section 6 Pet Ownership:

- (a) Each head of household may own one four-legged pet, which may be either a dog or cat. The weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed 25 pounds (fully-grown). The height of all four-legged animals cannot exceed 15 inches from the front shoulder of the animal. Each bird or aquarium, will not be counted as one pet.
- (b) If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. Evidence of such neutering/spaying can be provided by a statement/bill from a veterinarian, certified on the appropriate HRHA Form and/or staff of the appropriate agency. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed.
- (c) Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. Tenant will not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
- (d) If the pet is a bird, it will be housed in a birdcage and cannot be let out of the cage at any time
- (e) If the pet is a fish, the aquarium must be ten (10) gallons or less, and the container must be placed in a safe location in the unit. Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
- (f) If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian, certified on the appropriate HRHA Form, or by staff of the appropriate agency and must be provided before the execution of the Pet Policy Addendum.
- (g) All pets must be housed within the Leased Premises and no facilities can be constructed outside of the unit for any pet. No animal will be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other tenants' lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked up immediately by the appropriate agency.
- (h) All pets must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the appropriate agency for pick-up. It will be the responsibility of the Tenant to reclaim the pet at the expense of Tenant.
- (i) Pets may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to HRHA staff that a pet has been left unattended for more than a twenty-four (24) consecutive hour period, HRHA staff may enter the unit with the appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of Tenant. In the case of an emergency, HRHA will work with Tenant to allow no more than 24 hours for Tenant to make accommodations for the pet.
- (j) Pets, as applicable, must be weighed by a veterinarian or staff of an appropriate agency. A statement containing the weight of the pet must be provided to HRHA prior to the execution of this agreement and upon request by the HRHA at any time following the inception of the Pet Policy Addendum.



- (k) **Responsible Pet Ownership:** Each pet must be maintained responsibly and in accordance with this Pet Policy Addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by Tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of HRHA's Pet Policy.
- (l) **Prohibited Animals:** Breeds of animals that are considered by HRHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: Rottweiler, Doberman Pinscher, Pit Bull-type dog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a HRHA representative prior to the execution of this lease addendum.
- (m) Pets will not disturb, interfere or diminish the peaceful enjoyment of other Tenants. The terms, "disturb, interfere or diminish" will include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The HRHA will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. Tenant will be given one (1) week to make other arrangements for the care of the pet or the Lease will be terminated.
- (n) If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, HRHA will notify Tenant, in writing, that the animal must be removed from the community, within five (5) days of the date of the notice from HRHA. Tenant may request a hearing, which will be handled according to HRHA's established grievance procedure. The pet may remain with Tenant during the hearing process unless HRHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by HRHA, the pet must be immediately removed from the unit upon receipt of the notice from HRHA.
- (o) The Tenant is solely responsible for cleaning up the waste of the pet within the Lease Premises and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, Tenant must dispose of it in a plastic bag, which is securely tied and placed in the garbage receptacle for Leased Premises. If the Housing Authority staff is required to clean any waste left by a pet, Tenant will be charged \$25 for the removal of the waste.
- (p) Tenant will have pets restrained so that maintenance can be performed in the Leased Premises. Tenant will, whenever an inspection or maintenance is scheduled, either be at home or will have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance will not be performed, and Tenant will be charged a fee of \$50.00. If this same situation again occurs, the pet will be removed from the Leased Premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the appropriate agency. It will be the responsibility of Tenant to reclaim the pet at the expense of the Tenant. Management will not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the Management.
- (q) Pets may not be bred or used for any commercial purposes on HRHA property.



(r) Pet Security Deposit

Type of Pet Fee Deposit	Fee	Deposit
Dog	\$50	\$100
Cat	\$50	\$100
Fish Aquarium	\$0	\$0
Fish Bowl (Requires no power and no larger than two	\$0	\$0

The Pet Fee will be paid at the time of the pet approval and all proof of inoculation requirements will be made available to Management at such time. The Pet Fee Deposit made will be utilized to offset damages caused by the pet and/or Tenant from the deposit will be refunded to Tenant.

THERE SHALL BE NO REFUND OF THE PET FEE.

It will be a serious violation of the Lease for any Tenant to have a pet without having complied with the terms of this Pet Policy. Such violation to be a serious violation of the Lease and this Pet Policy and Management termination notice. Tenant will be entitled to a grievance hearing in accordance lease.

Section 7. Housing Transfers

The HRHA has the authority to relocate a resident and resident's authorized members to another unit in the same or different development under the HRHA transfer policy pursuant to ACOP. For a detailed list and application of each type of transfer, see ACOP.

- (a) Failure to transfer when required under an emergency or mandatory transfer may subject a family to lease termination. Residents who occupy a unit with accessibility features that are not required for members of the household may be required to move upon 30 days notice by HRHA to allow for a family that requires the accessibility features. Residents choosing to move into a unit with accessibility features will pay the expense for moving out of the unit when required for a family needing the features of the unit. Failure to move within the 30 day period is grounds for lease termination.
- (b) Failure to maintain lease compliance will result in denial of the transfer and may be cause for lease termination.
- (c) For voluntary or resident-initiated transfers, refusal of a unit offer with or without good cause will result in the removal of the household from the transfer wait list. Residents will not be able to request any of these transfer types for 12 months from the date of removal letter.
- (d) Residents are solely responsible for all costs associated with Resident-Initiated transfers.
- (e) The HRHA may revise the transfer categories below to create and implement special programs and/or



for the benefit of residents.

Types of HRHA Transfers:

1. **Emergency Transfers:** Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life-threatening nature; protect members of the household from attack by the criminal element in a particular property or neighborhood; or to comply with the Violence Against Woman's Act (VAWA).
2. **Category 1 Administrative Transfers:** Witnesses to crimes and may face reprisals; victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or requires a unit with accessible features.
3. **Category 2 Administrative Transfers:** Family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 5 would equal more than two persons per bedroom.
4. **Category 3 Administrative Transfers:** To avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

Section 8. Resident's Obligations

The resident and all resident authorized members must comply with this section. Failure to comply will subject the family to lease termination. Residents and resident authorized members are obligated:

- (a) To comply with all responsibilities imposed upon the resident and resident authorized members by applicable provisions of the building and housing codes materially affecting health and safety, and to allow the HRHA to make necessary inspections of the resident's dwelling unit pursuant to the ACOP.
- (b) To personally refrain from and to cause resident authorized members, pets/animals, guests and other persons under the residents' control to refrain from destroying, defacing, damaging, littering, or removing any part of the dwelling unit or development, and to immediately notify the HRHA of any damage in the dwelling unit.
 - i. To keep the dwelling unit and other such areas as may be assigned to the resident for the family's exclusive use in a clean and safe condition, and to cure housekeeping violations within 30 calendar days of notice.
 - ii. To buy and install working batteries in smoke and carbon monoxide detectors within the unit.
 - iii. To act and cause resident authorized members, pets/animals, visitors, and/or guests to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and that will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, or any other activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons.



- iv. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other appurtenances, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.
 - v. To provide appropriate climate control in the unit and take other measures to retard and prevent mold and mildew from accumulating in the unit.
 - a) To remove visible moisture, build up on windows, walls and other surfaces as soon as reasonably possible.
 - b) To not block or cover any of the heating, ventilation or air-conditioning ducts in the unit.
 - c) To immediately report to the management office:
 - i. any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage or other common area;
 - ii. any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
 - iii. any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the unit; and any inoperable doors or windows.
 - vi. Resident further agrees that they will be responsible for damage to the unit and Resident's property as well as injury to Resident and Resident's Invitees resulting from Resident's failure to comply with the terms of this paragraph.
 - vii. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
 - viii. To maintain mailboxes in clean and operable condition. No garbage or disposed of mail will be placed inside mailboxes.
- (c) To remove from HRHA property any vehicles owned or in the control of the household, that are without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way, fire lane, or other HRHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from HRHA property at the resident's expense. Automobile repairs are not permitted on HRHA property.
- (d) To not change locks or install new locks or anti-theft devices without the written approval of the HRHA. If the HRHA approves the request to install such locks, the resident agrees to provide a key for each lock. When this Lease ends, the resident agrees to return all keys to the dwelling unit to the property manager. The HRHA will charge the resident \$50 for each key not returned.
- (e) To abide by the necessary and reasonable policies and procedures established by the HRHA, for the benefit and well-being of the housing development and the residents, which will be posted in the management office and incorporated by reference in the Lease.
- (f) To refrain from and cause resident authorized members and guests to refrain from:
- i. Engaging in any activity, including physical and verbal assaults, harassment, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons.
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- ii. Engaging in any criminal activity that threatens the life, health, or property of other residents, HRHA employees, agents of the HRHA, or other persons.
 - iii. Engaging in any drug-related criminal activity on or off HRHA premises. For purposes of the Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance, including medical marijuana.
- (g) To personally refrain from and to cause resident authorized members, guests and other persons under the residents' control to not display, use, control, or possess anywhere on or near HRHA property any firearms, ammunition, or other weapons in violation of Federal, State, and local laws. Unless required by lawful employment, and in accordance with law, it will be a lease violation to:
- i. Display, intentionally or unintentionally, a weapon while on or near HRHA Property, or Hide or conceal, intentionally or unintentionally, a weapon on one's person or belongings while on HRHA Property, or
 - ii. Fire or otherwise discharge, intentionally or unintentionally, the weapon while on or near HRHA Property, or
 - iii. Use, intentionally or unintentionally, a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or
 - iv. Cause, intentionally or unintentionally, any injury to or on another person, or cause damage to any personal or real property with the use of a weapon, or
 - v. Cause, intentionally or unintentionally, any other person to perform any of the above conduct.
 - vi. Causing any fire on HRHA premises, either intentionally or through gross negligence, recklessness, or careless disregard.
- (h) To refrain from and keep persons under the resident's control from engaging in any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons. To have persons under the resident's control refrain from any drug-related criminal activity on the premises.
- (i) To assure that no tenant, member of the tenant's household, or guest engages in any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the HRHA designated as smoke free.
- (j) To refrain from igniting fireworks in any unit, common area, or premises.
- (k) To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (l) To refrain from and prohibit resident authorized members or guests from allowing persons who are under Electronic Home Detention Program (Home Monitoring/House Arrest Program) from entering or residing on the premises.
- (m) Electronic Monitoring Program: Resident must notify the HRHA within 48 hours of the return of an authorized member who is a participant in the Electronic Monitoring Program to his/her unit. Failure of the resident to notify the property manager in a timely fashion is grounds for lease termination. Allowing residency of a participant in the Electronic Monitoring Program in the resident's unit who is



not on the Lease as an authorized member for that unit is grounds for lease termination

- (n) To notify the HRHA of any additions to the household (by child birth, adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within 10 calendar days of the occurrence, and to refrain from permitting any unauthorized persons to join the household.
- (o) To make an emergency or mandatory administrative transfer to another unit when required under the HRHA transfer policy in the ACOP and Lease Section 7.
- (p) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to buildings, facilities, or common areas) caused by the resident, a member of the resident's household, pets/animals, or a visitor/guest of the household.
- (q) To refrain from providing accommodations to boarders or lodgers, assigning the lease, or subleasing the dwelling unit.
- (r) To refrain from allowing a former public housing resident, who was evicted from a federally- funded program to occupy their unit. The term to occupy means to reside in the unit.
- (s) To sign all necessary consent forms for the release of information that are necessary to complete the re-examination process, including but not limited to HUD Form 9886 and the HRHA Authorization and Consent Release Form.
- (t) To allow HRHA, its agents or contractors, access to the unit after proper notice, in accordance with Lease Section 12.
- (u) To refrain from allowing an HRHA-barred individual to reside in or visit the unit.

Section 9. Restrictions on Alterations

The resident agrees not to make alterations, additions, or improvements without first obtaining written permission from the HRHA. Alterations completed without HRHA permission is cause for termination of tenancy. Alterations include, but are not limited to:

- Changing or removing any part of the appliances, fixtures, or equipment provided by the HRHA in the unit;
- Painting or installing wallpaper or contact paper in the unit;
- Attaching awnings or window guards in the unit;
- Attaching or placing any fixtures, signs, or fences on the building(s), the common areas, or the development grounds;
- Attaching any shelves, screen doors, or other permanent improvements in the unit;
- Installing washing machines, dryers, fans, heaters, or air conditioners in the unit;
- Placing any aerials, antennas, or other electrical connections on the unit or building exterior;
- Installing burglar bars and/or gates on the premises; or
- Having a waterbed on the premises.



- (a) Alterations, additions, and improvements that cannot be removed without permanent damage to the dwelling unit will become the property of the HRHA without payment to the resident.
- (b) The HRHA agrees to provide reasonable accommodations to an eligible qualified resident with disabilities, including making changes to rules, policies, or procedures, and making and paying for a reasonable accommodation to a unit or common areas. The HRHA is not required to provide accommodations that constitute a fundamental alteration to the program or which would pose an undue financial and administrative burden.
- (c) The HRHA will consider the needs and concerns of victims of domestic violence, sexual assault/violence, dating violence, or stalking when considering requests for alterations, additions, or improvements to the dwelling unit.

Section 10. Changes in the Household

- (a) Children born, adopted, and granted through a court-awarded custody agreement (excluding foster care arrangements) to a current member of the household during tenancy will automatically be added to the Lease upon prompt notice (within 10 calendar days of the occurrence) by the resident.
- (b) The addition of foster children, foster adults, kinship care children, and live-in aides to the household, require the prior written approval of the HRHA. The HRHA will not approve lease addition requests for adults. Exceptions will be made for legally protected relationships or extenuating circumstances determined at the sole discretion of the HRHA. Any such approval is required prior to bringing the person(s) into the household. Person(s) residing in the household without HRHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination.
- (c) Prior written approval to add a live-in aide is required and will not be unreasonably refused. Live-in aides are required to meet all admissions screening criteria except employment. A live-in aide resides in the unit for essential care and necessary supportive services to one or more elderly, near elderly residents, or a resident with a disability. A live-in aide is not required to share a bedroom with another member of the household and may be assigned his/her own bedroom. A live-in aide may not move into a unit if it would create overcrowding as defined by HRHA occupancy standards. However, a resident may be transferred as reasonable accommodation to allow a Live-in aide. If the addition of the live-in aide will not overcrowd the current unit, the HRHA will not transfer the resident or increase the bedroom size. A resident's bedroom size will not be adjusted to allow the family members of a live-in aide; a live-in aide's family members cannot cause overcrowding in the unit. Live-in aides have no rights as remaining family members regardless of the familial relationship and upon the death, eviction, departure, or abandonment of the assisted resident family member, the live-in aide must leave the unit. Failure to leave is cause for eviction.
- (d) The HRHA will approve or disapprove a resident's request to allow a foster child, foster adult, kinship care child, live-in aide, or adult to be added to the lease and move into the dwelling unit within 20 business days of receipt of the completed request package by the HRHA Occupancy Department. This time period can be extended if there is a delay beyond the control of the HRHA or the resident.
- (e) Resident authorized members who move out of the dwelling unit, for any reason, will be reported



by the resident to the HRHA in writing within 10 calendar days of the occurrence. The resident will complete a Move-Out Affidavit.

- (f) Remaining family members: If the head of household dies, continued occupancy by remaining family members is only permissible if there is at least one family member on the Lease living in the household who can pass applicant screening and is 18 years old or over or an emancipated minor. The household must be lease compliant at the time of the request. Remaining family members must have lived in the unit as an authorized occupant on the Lease, for a minimum of three consecutive years (36 months) to become the head of household, and without any unauthorized extended absences. If the entire household has resided in public housing for less than three consecutive years, the HRHA will consider the timeframe the family has lived in housing as the minimum time period for determining the rights of the remaining head of household status.
- (g) Then a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease will be terminated. Subject to program eligibility and voucher availability, the HRHA may offer either a housing choice voucher or a public housing unit to the permanent legal custodial guardian.
- (h) A new head of household, under the above paragraph (g), will be charged for any arrearages incurred by the former head of household. The HRHA reserves the right to establish a payment plan with the new head of household. Consideration will be given to whether an eviction for arrearages would result in the separation of the family.
- (i) If this Lease is an extension of occupancy by the resident's household under a prior Lease or Leases with the HRHA, any amounts due under the prior Lease or Leases may be charged and collected as if the amounts due occurred under this Lease.

Section 11. HRHA Obligations

The HRHA is obligated:

- (a) To maintain the dwelling unit and development in a decent, safe, and sanitary condition.
- (b) To comply with the requirements of applicable city building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the dwelling unit.
- (d) To keep buildings, facilities, and common areas in HRHA's control, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition.
- (e) To maintain in good and safe condition and working order electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied and control by the HRHA. In multi-story buildings controlled by the HRHA, the HRHA agrees to keep the stairwells clean and free of debris.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a resident) for the deposit of garbage, rubbish, ashes, and other waste removed from the



dwelling unit by the resident.

- (g) To supply running water, reasonable amounts of hot and cold water, and a reasonable amount of heat at proper times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct utility connection.
- (h) To notify the resident of the specific grounds for any proposed adverse action by the HRHA, and when applicable, to inform the resident of his/her right to a grievance hearing under the **HRHA Grievance Procedure**.
- (i) **Reasonable Accommodations for Residents with Disabilities**: Upon request and verification for structural modification or policy accommodation by a qualified resident with disabilities, or head of household on behalf of a family member with disabilities, the HRHA will provide reasonable accommodations after determining that making the requested modification or accommodation would not result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. If providing such modification or accommodation would result in a fundamental program alteration or undue financial and/or administrative burden, the HRHA will take alternate action to accommodate the individual. Reasonable accommodations will be provided pursuant to the ACOP and the HRHA Reasonable Accommodations Policy and Procedure.
- (j) To notify the resident of the specific grounds for any proposed adverse action by the HRHA, and when applicable, to inform the resident of his/her occupancy rights under the Violence Against Women's Act 2013 Reauthorization.

Section 12. Entry of Premises during Tenancy

- (a) Upon applicable and/or reasonable advance notice (48 hours prior to entry), any duly authorized agent, employee, or contractor of the HRHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
- (b) When the resident calls to request maintenance on the dwelling unit, the HRHA will acknowledge receipt of the request within 24 hours and the resident will be provided a 48-hour window in which work orders will be completed. A request for maintenance constitutes permission for the HRHA to enter the unit and perform the maintenance. If the resident is not at home when the HRHA performs the requested maintenance, the HRHA will leave a copy of the completed work order in the unit.
- (c) Aside from maintenance requests, the HRHA will give all residents a minimum 48 hours written notice that the HRHA intends to enter the dwelling unit and state the reason for entry. Qualified residents with disabilities will be provided notice in the alternative format requested by the resident (e.g. Braille, large print, audiotope, etc.).
- (d) If necessary, notices for entry into the premises for extermination purposes can be posted to the resident's front door.
- (e) The HRHA may enter the resident's dwelling unit at any time without advance notice when there is



reasonable cause to believe an emergency exists that poses an immediate threat to the health, safety, and/or welfare of residents and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.

- (f) If the resident and all adult members of the household are absent from the dwelling unit at the time of entry, the HRHA will leave a written statement in the dwelling unit specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

Section 13. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged to the extent that it creates conditions hazardous to the life, health, or safety of the occupants, the following terms will be applicable:

- (a) **HRHA Responsibilities and Services:** The HRHA will be responsible for repair of the unit within a reasonable period of time after receiving notice from the resident. If the damage was caused by the resident, resident authorized members, resident's pet(s), animal(s), guests, or persons under the resident's control, the reasonable cost of the repairs will be charged to the resident. The reasonable period of time to abate and repair an emergency is 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time, the HRHA will offer the resident decent, safe, and sanitary alternative lodging.
- (c) If repairs cannot be made by the HRHA within a reasonable amount of time, or if decent, safe and sanitary, alternative lodgings that do not contain hazardous defects are unavailable, then rent will abate in proportion to the seriousness of the damage and loss in value as a dwelling unit. The abatement will remain in effect until the damage is corrected.
- (d) No abatement of rent will occur if the resident rejects the alternative lodgings and remains in the dwelling unit or if the damage was caused by the resident, resident authorized members, resident's pet(s), animal(s), guests, or persons under the resident's control.
- (e) If the resident's dwelling unit is uninhabitable or is hazardous to life, health, and safety, and if a decent and sanitary alternative lodging that does not contain hazardous defects is offered and refused and the resident refuses to leave the unit until it is repaired, the resident's Lease may be terminated.
- (f) **Resident Responsibilities:** The resident will immediately notify the property manager of the damage to the dwelling unit that is hazardous to life, health, or safety of the occupants. The resident agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- (g) The HRHA will not be liable for any injuries or property damage sustained on any premises leased or assigned to the resident except for injuries or property damage resulting from intentional or negligent acts or omissions on the part of the HRHA, HRHA representatives, or agents of the HRHA. HRHA encourages and recommends that the resident obtains renters insurance.
- (h) All accidents involving injury or loss of property to the resident and/or resident authorized members, resident's pet(s), animal(s) guests, or persons under the resident's control must be



reported, verbally or in writing, to property management within five (5) business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies the person may have against the HRHA with respect to said damages or injury.

- (i) HRHA makes no representation that its premises are safe from the threat of theft, injury or damage to residents, residents' families, or the residents' property. HRHA makes no representation that its gates, fences, locks, security or surveillance cameras, and other equipment and services are provided for resident's safety. Any such items are provided for the protection of HRHA's property.

Section 14. Inspections

- (a) All inspections will be conducted to evaluate unit conditions, identify health and safety violations, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units. Annual and interim inspections will be done pursuant to the ACOP.
- (b) Move-in Inspections: The HRHA and the resident or his/her representative will inspect the dwelling unit prior to occupancy. The HRHA will give the resident a written statement of the condition of the dwelling unit and note any equipment provided with the dwelling unit. The statement will be signed by the HRHA and the resident or his/her representative. A copy of the statement will be retained in the resident's folder. Any deficiencies noted on the inspection report will be corrected by the HRHA at no charge to the resident prior to move-in or within 10 business days after move-in, provided the defect does not render the unit uninhabitable. In the event the HRHA fails to correct the deficiencies within 10 business days of the move-in, the resident may exercise the remedy described in Lease Section 13(c).
- (c) Annual and Interim Inspections: Residents will be notified at least 48 hours in advance of any annual or interim inspections. The HRHA will inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the resident for upkeep. Inspections will be used to determine the family's compliance with housekeeping standards and overall care of the dwelling unit and equipment. HRHA will request work orders for items found to be in disrepair and residents will be given a 30 day notice for any housekeeping violations.
- (d) An interim inspection will occur at the end of the 30-day cure period to follow up on any housekeeping violations found during the annual inspection and measure corrections to any identified unsatisfactory conditions and progress toward resolution of the problem. If the housekeeping violation has not been resolved during notice and any cure period, the HRHA may proceed with lease termination.
- (e) Annual and Interim inspections of units will also occur where an extra bedroom has been granted in order to reasonably accommodate a resident or family member's verifiable disability. Management will inspect to see that the extra rooms are being utilized based on the documented reason for the accommodation (e.g. a live-in aide, large hospital bed, breathing apparatus, mobility aids, etc. are housed within the room). If the extra bedroom is not being used in accordance with the documented reason for the accommodation, the resident may be subjected to lease termination or mandatory transfer.
- (f) Move-out Inspection: The HRHA will inspect the dwelling unit at the time the resident vacates and



give the resident a written statement of the charges, if any, for which the resident is responsible. In order to protect the resident's rights, the resident and/or representative may join in such move-out inspection, unless the resident vacates without notice to the HRHA.

Section 15. Notice Procedures

- (a) **Resident Responsibility:** The Resident must personally deliver a written notice to the property management office or the central office of the HRHA, or send it prepaid first-class mail properly addressed. Any notice to the HRHA can be in an alternative format as a result of a request for a reasonable accommodation by a qualified resident with disabilities.
- (b) **HRHA Responsibility:** All notices to residents must be in writing, except notices to residents with disabilities, which must be in the alternative format requested by the resident. Notices will also be available in Spanish or other languages as needed.
- (c) **Notices for Lease Termination or non-renewal** must be personally delivered to the resident or any adult resident authorized member (i.e. person age 18 years or over residing in the dwelling unit) or sent properly addressed by prepaid first class to the addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises.
- (d) **Notices, other than a Notice for Lease Termination or non-renewal,** may be delivered to the resident or any adult resident authorized member of the resident's household or sent by prepaid first class mail properly addressed to the resident except as provided in Section 12 (d) and (e). If the Notice is mailed, receipt is considered to have occurred five (5) calendar days after mailing.

Section 16. Termination of the Lease

For termination of the Lease, the following procedures and the ACOP will be followed by the HRHA and the resident:

- (a) The resident may terminate this Lease at any time following the initial term by giving 30 calendar days written notice.
- (b) Failure to give notice to management may result in additional rent being charged to the resident's account. The resident is responsible for the final month's rent until the vacate date. The security deposit may not be used by the resident for the rent or other charges.
- (c) This Lease may be terminated by the HRHA at any time only for serious or repeated violations of material terms of the Lease. **A criminal conviction is not needed to demonstrate a serious or material violation of the lease.** The Lease will be terminated if:
 - The resident fails to make payments due under the Lease; this includes failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to buildings, facilities, or common areas) caused by the resident, authorized household member, pet(s), animal(s), or guests of the household.
 - The resident and authorized household members fail to obtain and maintain utilities connected and comply with the HRHA utilities policy;
 - The resident or any authorized household members are in violation of the occupancy guidelines;
 - The resident or any authorized household members fail to abide by the necessary and



reasonable policies and procedures established by the HRHA, for the benefit and well-being of the housing development and the residents, which will be posted in the management office and incorporated by reference in the Lease.

- The resident fails to fulfill Resident Obligations set forth in Lease Section 8;
- After admission, the HRHA discovers material facts that would have made the resident ineligible for housing during the initial screening process or re-examination;
- The HRHA discovers material false statements or fraud by the resident in connection with an application for assistance or with re-examination of income;
- The resident allows an unauthorized individual to reside in the unit;
- The resident falsifies documents or provides misleading documents regarding any resident authorized member's illegal use of a controlled substance (including medical marijuana), abuse of alcohol, or rehabilitation of illegal drug users or alcohol abusers;
- The resident fails to notify the HRHA of any additions to the household (by child birth adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within 10 calendar days of the occurrence.
- The resident allows an HRHA-barred individual to reside or visit the unit. Lease Section 5 for policy on barred visitors.
- The resident allows guests or visitors to remain in the unit for a time period that exceeds the limits stated in the HRHA Visitors Policy in the ACOP and Section 5 of the Lease without approval from the Property Manager.
- The resident fails to complete a scheduled or interim re-examination.
- The resident fails to supply information necessary to complete re-examination, including but not limited to Social Security numbers and Employer Identification Numbers;
- The resident fails to accept the HRHA's offer of a lease revision or modification to an existing lease;
- The resident fails to sign the required consent forms for the HRHA to conduct inquiries into the resident and household member(s)' background at re-examination, including HUD Form 9886 and the HRHA Authorization and Consent Release Form;
- The resident fails to comply with all responsibilities imposed upon the resident and resident authorized members by applicable provisions of the building and housing codes materially affecting health and safety.
- The resident refuses to allow the HRHA to perform necessary unit inspections of the resident's unit pursuant to the ACOP and the Lease.
- The resident or any authorized household members, visitors, guests, or persons under the resident's control fail to refrain from destroying, defacing, damaging, littering, or removing any part of the dwelling units or developments.
- The resident fails to keep the dwelling unit and other such areas as may be assigned to the household for the household's exclusive use in a clean and safe condition.
- The resident fails to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- The resident fails to cure housekeeping violations within 30 calendar days of notice.
- The resident fails to buy and install working batteries in smoke and carbon monoxide detectors within the dwelling unit.
- The resident fails to remove from HRHA property any vehicles owned or in the control of the household that are without valid registration and inspection stickers. The resident fails to refrain from parking any vehicles in any right-of-way, fire lane, or other HRHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from HRHA property at the resident's expense. Automobile repairs are not permitted on HRHA property.
- The resident changes locks or installs new locks or anti-theft devices without the written approval



of the HRHA.

- The resident, any authorized household members, visitors, guests or persons under the resident's control fail to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, verbal abuse, harassment or any other activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons.
- The resident or any authorized household members fail to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other fixtures, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.
- The resident violates or fails to keep dogs, cats, other common household pets, and assistance animals on the premises, in accordance with the Pet Policy located in Section XIII of the ACOP and Lease Section 6. Pet Ownership requires prior written consent and approval of a pet application, which will become part of this Lease.
- The resident is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he/she flees, or for violating a condition of probation or parole imposed under federal or state law;
- The resident, any authorized member of the household, a guest, or another person under the resident's control engages in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of HRHA, or other persons;
- The resident, any authorized member of the household, a guest, or another person under the resident's control engages in any drug-related criminal activity on or off the premises. For purposes of the Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance including medical marijuana,
- The resident or resident authorized member is convicted of a felony within the past three years, including, but not limited to convictions for:
 - Threats to or harassment of another person or actual or attempted injury, harm, or violence to another person.
 - Offenses against property including, but not limited to burglary, breaking and entering, arson, or malicious destruction of property.
 - Robbery, theft, or the selling of stolen property.
 - The use of the online or internet access provided by HRHA at the property for criminal activity.
 - The unauthorized use of the internet services provided to residents at the property or the physical communication lines used to provide internet services to other residents and/or units at the property.
 - Fraud against any government entity or agency involving any government program.
 - The resident or resident authorized member has a conviction for the manufacture or production of methamphetamine;
 - The resident or resident authorized member is convicted of a crime that requires them to be subject to a lifetime or any registration requirement under a state sex offender registration program;
 - The resident or resident authorized member was involved in criminal and/or drug-related activity within the past three (3) years that was a threat to health and safety as determined by the use of a criminal background report;



- The resident fails to refrain from and cause resident authorized members and guests to refrain from:
 - Engaging in any activity, including physical and verbal assaults, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons.
 - Engaging in any criminal activity that threatens the life, health, or property of other residents, HRHA employees, agents of the HRHA, or other persons.
 - Causing any fire on HRHA premises, either intentionally or through gross negligence, recklessness, or careless disregard.
 - The resident or any authorized household members fail to refrain from allowing a former public housing resident, who was evicted from a federally-funded program to occupy their unit.
 - The resident or any authorized household members fail to refrain from providing housing to boarders or lodgers, assigning the lease, or subletting the unit.
 - The resident household is over the income limit of the housing program. The HRHA will not evict a family for being over the income limit for public housing if the family currently receives an EID or has a valid contract for participation in a Family Self-Sufficiency (FSS) Program;
 - The resident and the live-in aide fail to complete and sign the HRHA Lease Addendum for Live-In Aides;
 - The resident fails to allow the HRHA, its agents or contractors, access to the unit after proper notice has been given to the resident as provided in Section 12 of the Lease;
 - The resident, any authorized members, guests, or persons under the resident's control participates in or causes any incident or incidents of actual and/or threatened domestic violence, sexual assault/violence, dating violence, or stalking. The HRHA will not hold the victim of any incident or incidents of actual and/or threatened domestic violence, sexual assault/violence, dating violence, or stalking liable for lease violations;
 - The resident fails to make an emergency or mandatory administrative transfer to another unit when required under the HRHA transfer policy in the ACOP.
 - Public housing housing dwelling unit is not the sole domicile of the resident and resident authorized members
- i. Compliance with Lease Terms
1. The HRHA may terminate this Lease if, during the term of this Lease:
 - a) There is a serious or repeated violation of the material terms of the Lease by the resident, by reason of the resident's verified physical or mental impairment;
 - b) The resident does not make arrangements for someone to aid him/her in complying with the Lease; and
 - c) The HRHA cannot make any reasonable accommodation that would enable the resident to comply with the Lease.
 2. The HRHA will cooperate with the resident, designated member(s) of the resident's family, or a live-in aide to identify more suitable housing and to assist the resident's move from the dwelling unit.
 3. If there are no members of the resident's family who can or will take responsibility for moving the resident, the HRHA will cooperate with appropriate agencies, including but not limited to, the Office of the Public Guardian or local protection and advocacy organizations, to secure suitable housing and terminate the Lease.
 4. An incident or incidents of actual or threatened domestic violence, sexual assault/violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.



ii. **Extended Absences**

1. Notice is required when all household members will be absent from the unit for over 30 consecutive days. If the entire household is absent beyond 60 consecutive days, HRHA will consider the unit to be abandoned. HRHA may require the family to supply information to verify absence or residency in the assisted unit. Exceptions will be made for instances related to reasonable accommodations or VAWA.
2. The head or co-head of household must notify the property manager if the unit will be entirely vacated or if any authorized family member will be residing in his/her unit during the absence. Exceptions will be made in instances where the resident is a victim of domestic violence, sexual assault/violence, dating violence, or stalking. To the extent that circumstances allow, residents will notify the property manager, secure the unit, and provide a means for the HRHA to contact the resident in an emergency. Residents who cannot provide proper notification due to long-term hospital admittance or a stay in a rehabilitative center may be eligible for a reasonable accommodation to this policy.
3. If the resident exceeds the limit for absence, property management will take appropriate legal action, including lease termination and eviction, if necessary.

iii. **Remaining Family Members Eviction proceedings can be commenced if:**

1. The remaining family members fail to inform the HRHA within 10 calendar days of the death or departure of the former head of household;
2. The remaining family members do not have a family member qualified to sign a new Lease as the new head of household or cannot pass screening;
3. The HRHA approved remaining family member fails to sign a new Lease within 30 days of approval of their request; and/or
4. The household has pending rent default or criminal violations.

iv. **In deciding to evict for criminal activity, the HRHA may consider all of the circumstances of the case, including the seriousness of the offense, the impact of the offense on other residents and the surrounding community, the extent of participation by resident authorized members and the effects that the eviction would have on resident authorized members not involved in the proscribed activity. In appropriate cases, the HRHA may permit continued occupancy by remaining authorized members and may impose a condition that resident authorized members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. The HRHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in or visit in the dwelling unit.**

v. **The HRHA will not be required to prove that the resident knew, or should have known, that the authorized member of the household, guest, or another person under the resident's control was engaged in the prohibited activity. However, the resident may raise as a defense that the resident did not know, nor should have known, of said criminal activity. The resident must prove such defense by the preponderance of the evidence.**

vi. **If the HRHA seeks to terminate/not renew the lease for criminal activity shown by the criminal background checks under Lease Section 5(a), upon the resident's request, the HRHA will supply the resident with a copy of the criminal background record prior to any proceedings to**



terminate.

- vii. This Lease will not be renewed and tenancy will be terminated at the end of the 12-month term by the HRHA if non-exempt adult members of the resident family are not in compliance with the Community Service and Economic Self-Sufficiency Requirement described in Lease Section 22.
- viii. The HRHA will give written notice of proposed termination in English, Spanish, or other languages as needed³ or, in the case of a resident with a disability, in an alternative format. The amount of notice requirement is:
 - 1. Fourteen (14) days in the case of failure to pay rent;
 - 2. A reasonable time, in accordance with state or local law or ordinance, considering the seriousness of the situation (but not to exceed 30 days) when the health, safety or right to peaceful enjoyment of residents, HRHA employees, agents of HRHA, or other persons is threatened, or in the event of any drug-related criminal or violent criminal activity; or
 - 3. Thirty (30) days in any other case.
- ix. If the HRHA prevails in an eviction action by obtaining an order for possession or if the parties agree in a stipulation, the resident will be liable for all costs awarded by the court, excluding the attorney's fees for the HRHA, unless the resident prevails in the action.
- x. A qualified resident with a disability may request a reasonable accommodation up until the time that they voluntarily vacate or are forcibly evicted from the dwelling unit.

Section 17. Grievance Procedure and Requirements

- (a) Disputes arising under this Lease will be resolved pursuant to the HRHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference.
- (b) The resident will not be allowed to use the HRHA's Grievance Procedure for any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of HRHA, or persons; any drug-related criminal activity on or off premises; or any activity resulting in a felony conviction.
- (c) Grievances that do not involve the HRHA as a party to the dispute, attempts to file a class action grievance complaints, and grievances attempting to initiate policy changes are prohibited.
- (d) In the case of a proposed adverse action, including a proposed Lease termination, the HRHA will not take the proposed action until the time for the resident to request a grievance hearing has expired or, where applicable, the grievance process has expired.
- (e) When the HRHA is required to offer the resident the chance for a grievance hearing and the resident has made a timely request, the tenancy will not terminate, until the time for the tenant to request a grievance hearing has expired. If the hearing was timely requested, and the request is grievable under the HRHA's Grievance Procedure, tenancy will not terminate until the grievance process has been



completed and results have been forwarded to the resident, even if the Notice of Lease Termination has expired.

Section 18. Abandonment

- (a) In accordance with local law, the resident will be deemed to have abandoned the dwelling unit when (a) the resident has provided the HRHA with actual notice indicating intent not to return to the dwelling unit; (b) the resident has been absent from the dwelling unit for 21 consecutive days, has removed all personal property from the dwelling unit and has failed to pay rent for that period; or (c) the resident has been absent from the dwelling unit for 32 consecutive days and has failed to pay rent for that period.
- (b) Seven days after the resident has been deemed to have abandoned the dwelling unit, the HRHA may secure the dwelling unit and the resident will be deemed to have abandoned any personal property remaining in the dwelling unit. The HRHA may remove any personal property from the dwelling unit and dispose of it. Nothing in this section will affect any other remedies provided to the HRHA under this Lease.

Section 19. Lease Modifications, Riders, and Addendums

Residents will be notified of revisions to the lease before the revision is scheduled to take effect. Any modification of this Lease must be accomplished by a written rider or lease addendum to the Lease executed by the HRHA and the resident. The only exception to this rule is for modifications of rent pursuant to Lease Section 5. Failure to accept revisions is cause for termination or nonrenewal of the lease.

Section 20 Community Service and Economic Self-Sufficiency Requirement

- (a) Community Service and Economic Self-Sufficiency Requirements mandate that each adult household member not eligible for an exemption will either contribute eight hours per month of community service within their community, participate in an Economic Self-Sufficiency program for eight hours per month, or a combination of both. Refer to the ACOP for the full policy on the Community Service and Economic Self-Sufficiency Requirement.
- (b) In the event the resident does not comply with Community Service and Economic Self-Sufficiency Requirement, the HRHA will not renew or extend the resident's Lease upon expiration of the Lease term. The HRHA will take such action as is necessary to terminate the tenancy of the household.
- (c) Based on consideration of the resident's efforts to comply with this Section, the HRHA reserves the right to enter into a written agreement with the resident before the expiration of the Lease term to cure any non-compliance with Community Service and Economic Self-Sufficiency Requirements.
- (d) Failure of the resident to comply with the Community Service and Economic Self-Sufficiency Requirement is grounds for non-renewal of the lease.
- (e) Residents in compliance with the HRHA Work Requirement (Lease Section 21) are considered by the HRHA to be in compliance with Community Service and Economic Self-Sufficiency Requirement.
- (f) Religious recruitment activity does not satisfy the volunteer/self-sufficiency requirements.



Section 21 House Rules:

- (a) Smoking is prohibited at all buildings and properties designated as a smoke-free living environment. Residents, resident's authorized members, visitors, guests, and persons under the resident's control, are prohibited from smoking anywhere in the unit, including but not limited to, lobbies, reception areas, vestibules, hallways, elevators, stairwells, community rooms, bathrooms, laundry rooms, and offices. No smoking is permitted within 25 feet of the building's entryways, porches, and patios. Noncompliance is a serious violation of the lease and cause for lease termination. Additionally, resident will be responsible for all cost to remove smoke odor, smoke residue, and any damages caused by the violation.
- (b) Residents owning any pets and/or assistance animals are not allowed to install dog houses, cages, or other types of pet maintenance equipment on HRHA property, including porches, balconies, and yards.
- (c) Residents owning pets and/or assistance animals will keep dishes or containers for food and water located within the resident's unit. Residents will not deposit food or table scraps for pets, assistance animals, or stray animals on their porches, yards, balconies or HRHA property.
- (d) The City Ordinance on Curfew is enforced. Minors are not allowed to be out past required curfew. All residents must adhere to local curfew laws for children. Curfew hours are set by ordinance of the City of Hopewell and will be posted in the management office.
- (e) No gathering in the common areas after 10:00 p.m.
- (f) No loud music after 10:00 p.m.
- (g) Prior written approval is needed to use any common areas, community rooms, and open space for parties, gatherings, or meetings. Type of use, length of time, and size of the gathering will be considered prior to approval.
- (h) All visitors must use front entrance/sign in with security. Resident, authorized members, guests, or other persons under the resident's control are prohibited from opening prohibited entryways to allow access to the buildings.
- (i) Use of BBQs on balconies is prohibited. BBQ usage on the property is limited to the designated area as notified by Property Management.
- (j) At properties where parking permits are required, one (1) permit per household will be supplied. Proof of ownership and registration is required.
- (k) Residents are responsible for the conduct of their family and guests. Please do not leave bicycles, toys, tricycles, grills, chairs and other personal items on sidewalks, in front of the apartment door, in the laundry room, or on any other part of the community property.
- (l) At properties where Condominium Declarations and other house rules apply, residents are responsible to abide by the terms of the applicable Condominium Declarations and rules.
- (m) The common areas of properties may not be used for campaigning for office by candidates for public office.



- (n) The common areas of properties may not be used to staff a campaign for public office.
- (o) No common areas of properties may be used for the purpose of religious worship, programs, meetings, activities, or events.



Lease Part 2: Definitions

1. **Resident**: The head of household and co-head, if applicable, who sign the Lease.
2. **Head of the Household** - The adult member of the family who is considered the head for purposes of determining income eligibility and rent. However, the income of the head of household, co-head, and each additional family member is included in determining rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. **24 CFR 5.504(b)**
 - a. The family may designate any qualified family member as the head of household.
 - b. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.
 - c. Final approval of the head of household is based on the person passing HRHA's screening requirements.
3. **Family Member(s)**: Any authorized persons whose names are included or added to the resident's application and the Lease and who are members of the resident's "family," as defined in the ACOP. Family members have rights as remaining family members.
4. **Household Member(s)**: Any authorized persons who are not family members but are members of the resident's household and whose names are included or added to the resident's application and the Lease. Household members are usually foster children, foster adults, and live-in aides. Household members do not have rights as remaining family members.
5. **Resident Authorized Members**: Authorized occupants who are either family members or household members and are referred to as "resident authorized members."
6. **Remaining Family Members**: Family members listed on the lease that remain in the unit when the head of household dies or leaves the unit without a housing subsidy assistance (e.g. institutionalization) forming a new household in unsubsidized housing. Continued occupancy by remaining family members is permissible only if:
 - (a) The family reports the death or departure of the head of household within 10 calendar days of the occurrence;
 - (b) The family member requesting to become the new head of household is age 18 years or over, has lived in the unit as an authorized occupant, on the Lease, for a minimum of three consecutive calendar years (36 months), has not had any unauthorized extended absences, and passes applicant screening;
 - (c) The HRHA approved new head of household signs a new lease within 30 calendar days after the HRHA approves the remaining family members; and
 - (d) There are no rent and/or criminal activity violations.
6. **Common Household Pets**: Domesticated animals, such as a dog, cat, bird, rodent, rabbit, fish, or turtle, which are kept for pleasure and not for commercial purposes.
7. **Dwelling Unit**: The unit occupied by the resident and the resident authorized members.
8. **Extenuating Circumstance**: Circumstances that by their serious, unpredictable, or uncontrollable nature warrant an exception to the policies in place.
9. **Assigned Areas**: Areas of public housing property that are assigned to residents for their exclusive use



as part of their unit, (e.g. front and back porches, yards, etc.) and for which the resident and resident's household are required to keep in a clean and safe condition by performance of housekeeping and/or maintenance upkeep.

10. **Premises or Property:** All of the property owned or operated by the HRHA directly or indirectly including, but not limited to, stairways, landings, elevators, and solariums.
11. **Total Tenant Payment:** The highest of 30% of adjusted monthly income or 10% of gross monthly income. The Total Tenant Payment is never less than \$75.
12. **Tenant Rent:** Tenant Rent will be computed by subtracting the utility allowance for resident-supplied utilities (if applicable) from the Total Tenant Payment. In developments where the HRHA pays all utility bills directly to the utility provider, Tenant Rent equals Total Tenant Payment.
13. **Sole Domicile:** The dwelling unit where a resident is not absent for more than 90 consecutive days in a lease term without prior approval from the property manager.
14. **Live-In Aide:** A live-in aide is a person who resides with one or more elderly, near elderly residents, or a resident with a disability and who (a) is determined, by a knowledgeable professional, to be essential to the care and well-being of the resident, (b) is not obligated for the financial support of the resident, and (c) who would not be living in the dwelling unit except to provide the necessary supportive services. Prior approval of HRHA is required to add a live-in aide to the household.



EXECUTION AND CERTIFICATION

By signature below, the Resident agrees to the Terms and Conditions of this Lease. By signature below, the Resident also acknowledges that this Lease Agreement has been thoroughly explained.

I hereby certify that I have not committed fraud in connection with any federal housing assistance program. If I have committed fraud, such fraud was fully disclosed to the HRHA before execution of the Lease or before HRHA approval for occupancy of the unit. I further certify that all information or documents submitted to the HRHA before and during the Lease term are true and complete to the best of my knowledge and belief. If I do give fraudulent information, I understand that my Lease may be terminated or my rent retroactively increased.

Resident (Authorized Head of Household):

Date:

Co-head of Household (if applicable):

Date:

Property Manager:

Date:

(A witness is only required where the resident's signature is a marking".)

Witness:

Date



ATTACHMENTS TO THE LEASE

Please initial that you received the following attachments and information:

_____ Admissions and Continued Occupancy Policy
_____ Move-In Checklist
_____ HRHA's Grievance Procedure
_____ Information on Lead Poisoning
_____ City of Hopewell Residential Landlord/Tenant Ordinance

Summary Items listed above are subject to change and may be updated be

HRHA.

STATEMENT ON RECEIPT OF INFORMATION ON LEAD POISONING

I certify that a copy of the information regarding lead poisoning was provided as part of the move-in packet. The information was thoroughly explained and I understand the possibility that lead-based paint may exist in the unit.

Resident (Authorized Head of Household):

Date:

Co-head of Household (if applicable):

Date:

