



# Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing (ACOP)

Operated by:  
Memphis Housing Authority

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# Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing Operated by the Memphis Housing Authority

## I. Nondiscrimination

### A. Compliance with Civil Rights Laws

1. It is the policy of the Memphis Housing Authority (MHA) to comply with all laws relating to Civil Rights, including but not limited to:

- Title VI of the Civil Rights Act of [1964 \(42 U.S.C. 2000d – 2000d-4, implementing regulations at 24 CFR Part 1\)](#)
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), (See [42 USC 3601-19, implementing regulations at 24 CFR Part 100](#))
- Executive Order 11063, [as amended by Executive Order 12259 \(See 24 CFR part 107\)](#); Section 504 of the Rehabilitation Act of 1973, (See [29 USC 794, implementing regulations at 24 CFR Part 8](#))
- The Age Discrimination Act of 1975, (See [42 USC 6101 – 6107, implementing regulations at 24 CFR Part 146](#))
- Title II of the Americans with Disabilities Act ([42 USC 12101 et seq.](#)) (To the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), (Title II deals with common areas and public space, not living units.)
- Any applicable State laws or local ordinances, and
- Any federal, state, or local legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

2. MHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the advertising, leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under MHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (24 CFR § 100.5)

3. MHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide anyone housing that is different from that provided others<sup>1</sup>;
- (c) Subject anyone to segregation or disparate treatment;
- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- (e) Treat anyone differently in determining eligibility or other requirements for admission<sup>2</sup>;

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<sup>1</sup> MHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it allows persons with disabilities to participate in the public housing program.

- (f) Deny anyone access to the same level of services<sup>3</sup>; or
- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. MHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine.

5. MHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, MHA will make structural modifications to its housing and non-housing facilities (24 CFR §§ 8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (24 CFR § 100.204) to permit people with disabilities to take full advantage of the MHA's housing program and non-housing programs.

- (a) In making reasonable accommodations or structural modifications to **existing housing programs** (See 24 CFR § 8.24) or in **carrying out Other Alterations** [See 24 CFR § 8.23(b)] for otherwise qualified persons with disabilities, MHA is **not** required to:
  - (i) Make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)]; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR § 8.24 (b)]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)]
  - (iii) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (iv) Take any action that would result in a fundamental alteration in the nature of the program; [24 CFR § 8.24 (a) (2)] or
  - (v) Take any action that would result in an undue financial and administrative burden on the Authority. [24 CFR § 8.24 (a) (2)]
- (b) When the MHA is making **substantial alterations** (defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility MHA is not required to:
  - (i) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or

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<sup>2</sup> Except that MHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect MHA's screening or eligibility standards, but it might require MHA to revise its procedures or practices in carrying out those standards.

<sup>3</sup> This requirement applies to services provided by MHA and services provided by others with MHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

(iii) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

6. MHA will not permit these policies to be subverted to do personal or political favors. MHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

7. Childhood lead poisoning is one of the most common pediatric health problems in the United States and it is preventable. MHA desires to focus on lead poisoning before it occurs. All potential residents, prior to being assigned a unit, shall have their children under seven years of age tested for the levels of lead in their blood. Potential residents may be tested or have their children tested by the Memphis-Shelby County Health Department or their health care provider. The potential residents will be responsible for having the test completed. Potential residents must execute a medical record release form and have a copy of all results forwarded to the MHA prior to being assigned a unit. If a potential resident fails to have their children under seven years of age tested, or fails to have the results forwarded to MHA within ten days of the notice of an available unit, the potential resident's name will go to the bottom of the housing waiting list.

## **B. Accessibility and Plain Language**

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some<sup>4</sup> must be made so, subject to the undue financial and administrative burden test. (24 CFR § 8.20 and 8.21)

2. Documents to be used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments (24 CFR § 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed<sup>5</sup>.

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but MHA will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, MHA staff will keep in mind that mental retardation, learning

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<sup>4</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

<sup>5</sup> 24 CFR § [5.502](#) requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

disabilities and cognitive disabilities may affect the applicant's ability to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. (24 CFR § 8.6)

4. At the point of initial contact with all applicants, MHA staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. (24 CFR § 8.6)

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. MHA is not required to pay the costs associated with having a foreign language interpreter (as they are for sign language interpreters for the hearing impaired [24 CFR § 8.6] because the Fair Housing law makes no such requirement).

6. At a minimum, MHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)



## II. Eligibility for Admission and Processing of Applications

### A. Affirmative Marketing

1. MHA will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the MHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list characteristics. MHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply (**Affirmative Marketing Requirement**).

2. Marketing and informational materials will be subject to the following:

- (a) Marketing materials will comply with Fair Housing Act requirements (where applicable) on wording, logo, size of type, etc.;
- (b) Marketing will describe the housing units, application process, and waiting list and preference structure accurately;
- (c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;
- (d) Agencies that serve and advocate for potentially qualified applicants least likely applying (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;
- (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- (f) MHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

### B. Qualification for Admission

1. It is MHA's policy to admit **only** qualified applicants<sup>6</sup>.

2. An applicant is qualified if he or she meets all of the following criteria:

- (a) Is a family as defined in Section XIV of this policy;
- (b) Meets the HUD requirements on citizenship or immigration status; [24 CFR [Part 5](#), Subpart E]
- (c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.

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<sup>6</sup> The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with handicaps. Eligibility is a term having specific meaning under the Housing Act of 1937. In order to be eligible, a family must meet four tests: (1) they must meet HA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must have a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR [Part 5, Subpart E](#)**.

- (d) Provides documentation of Social Security numbers for all family members, or certifies that they do not have Social Security numbers; [24 CFR § 5.216] and
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies, including attending and successfully completing a MHA-approved pre-occupancy orientation session.

### C. Waiting List Management

1. It is the policy of MHA to administer its waiting list as required by the regulations at 24 CFR [§ 960.206](#).
2. Opening and Closing Waiting Lists
  - (a) MHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. MHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below.
  - (b) For any unit size or type, if the MHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.
  - (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.
  - (d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.
3. Determining if the Waiting List may be Closed

MHA will use its **Procedure on Opening and Closing the Waiting List**<sup>7</sup> to determine whether the waiting list(s) may be closed.

#### 4. Updating the Waiting List

- (a) Beginning in April of 2000 MHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing<sup>8</sup>.  
If, after two attempts in writing<sup>9</sup>, no response is received, MHA will withdraw the names of applicants from the waiting list.

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<sup>7</sup> This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures are made periodically in the text of this policy. These procedures are separate documents that describe the work steps necessary to implement the policy choices made in this document. The procedures are for use by staff and may be modified or amended as needed without Board approval.

<sup>8</sup> Or by the method designated at initial application by applicants with disabilities.

<sup>9</sup> Both the first and second written communication will be sent by first class mail.

At the time of initial intake, MHA will advise families of their responsibility to notify the MHA when their circumstances, mailing address or phone numbers change.

- (b) MHA will not remove an applicant's name from the waiting list except in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

5. Change in Preference Status While on the Waiting List

- (a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact MHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.
- (b) To the extent that MHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

**D. Processing Applications for Admission**

1. MHA will accept and process applications in accordance with applicable HUD Regulations and MHA's **Procedure on Taking Applications and Initial Processing**. MHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and requested to come to the MHA Administration Building for an interview to complete their applicant files. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (a) The following items will be verified according to MHA's **Procedure on Verification**, to determine qualification for admission to MHA's housing:
  - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)
  - (ii) Annual Income
  - (iii) Assets and Asset Income
  - (iv) Deductions from Income
  - (v) Preferences
  - (vi) Social Security Numbers of all Family Members
  - (vii) Information Used in Applicant Screening
  - (viii) Citizenship or eligible immigration status

- (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. If third party written verifications are not available, MHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by MHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- (c) Verification of eligible immigration status shall be carried out pursuant to 24 CFR § [Part 5, Subpart E](#). Citizens are permitted to certify to their status.

3. Applicants reporting zero income will be asked to complete a family expense form. This form will be the first completed in the interview process. The form will ask applicants to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. It will also ask applicants about the status of any application or benefits through TANF or other similar programs. (If a "zero income" family is admitted, redeterminations of income will be performed every 90 days. See Section 3. C, Periodic Reexaminations, of this policy.)

4. MHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant's race and ethnicity; the determination by MHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. [24 CFR § 85.42]

#### E. The Preference System

1. **It is MHA's policy that a preference does not guarantee admission.** Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet MHA's Resident Selection Criteria (described later in this policy) before being offered a unit.

#### 2. **Factors other than preferences that affect the selection of applicants from the waiting list.**

Before applying its preference system, MHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics "match" the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

- (a) When selecting a family for a unit with **accessible features**, MHA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, MHA will house a family not needing the unit features, subject to the requirement in the Tenant Selection and

Assignment Plan, under which a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

- (b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, MHA will give a priority to elderly, disabled or near elderly families as described later in this section.
- (c) When selecting a family for a unit in a mixed population development (a property that houses both elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well), MHA will give a priority to elderly families and disabled families as described later in this section.
- (d) When selecting a single person at a Mixed Population development, elderly or disabled-persons have priority over singles that are not elderly or disabled regardless of preferences. Single applicants who are not elderly or disabled can only be admitted after all elderly or disabled families have been offered units. [24 CFR § 960.407] Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

### 3. Local Preference: Non-Revitalized Developments

There is one local preference in effect based on ranges of income applicable to all developments except those constructed on the former site of Lemoyne Gardens, and other revitalized developments or newly acquired developments. Under the MHA-wide system, applicants will be grouped as follows:

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year); and

At least 40% of all applicants admitted in any year must be applicants from Tier I. This is a requirement of the Quality Housing and Work Responsibility Act of 1998.

### 4. Local Preference: Revitalized Developments

There is a different local preference based on ranges of income applicable to the revitalized developments constructed on the former Lemoyne Gardens site as follows or any other revitalized or newly acquired developments:

#### Elderly Buildings

- **Tier I:** Elderly and near elderly families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Elderly and near elderly families with incomes between 31% and 60% of area median income (the target for this group is 60% of all admissions in any year).

#### Family Buildings

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);

- **Tier II:** Families with incomes between 31% and 60% of area median income (the target for this group is 10% of all admissions in any year); and
- **Tier III:** Families with incomes between 61% and 80% of area median income (the target for this group is 50% of all admissions in any year).

## 5. Ranking Preference

There are two possible ranking preferences in effect: first is the **Displacement Preference**, and second is the **Upward Mobility Preference** (as defined in Section XII). **MHA's Procedure on Unit Offers and Applicant Placement** will be used to order the Waiting List and make unit offers.

Families that qualify for neither the Natural Disaster/Governmental Displacement nor the Upward Mobility preferences will be categorized as No-preference families.

## 6. Preference for Returnees: Revitalized Developments

In addition to these ranking preferences, there shall be a preference in effect, at revitalized developments only, for former residents who had previously indicated that they wished to return. To qualify for this preference a family would have to: a) indicate at the time they make their Permanent Housing Choice that they wish to return; b) accept temporary relocation as assigned by MHA until the revitalized units are ready for return; c) be a tenant in good standing at the housing assigned for temporary relocation when the revitalized units are ready for re-occupancy and d) pass the screening requirements approved in the Management Plan.

## 7. Mixed Population Buildings Local Preference

In addition to the Income Tier preference, which applies to all MHA's developments, MHA elects to retain the former Federally mandated priority for single persons who are either elderly, persons with disabilities, or persons displaced by governmental action over all other single persons when filling vacancies in its Mixed Population buildings.

## 8. Method of Applying Preferences

To ensure that MHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, MHA will rank applicants within both income tiers as Displacement, Upward Mobility or no-preference. Four out of every ten applicants admitted in any fiscal year will be from Tier I. If there are insufficient applications among the Tier I Displacement preference holders, Tier I Upward Mobility preference holders will be selected. If there are insufficient Upward Mobility preference holders, staff will make offers to the No-preference applicants in Tier I. Within each of the ranking preference categories, offers will be made by oldest application. [See 24 CFR § [960.208\(e\)\(1\)\(i\)](#)] The remaining six out of every ten applicants admitted, will be from Tier II, subject to the same ranking preferences sorted by application date and time.

Former residents returning to revitalized developments will not count against the income tier targets. Rather, these families will be treated as transferees, even if their temporary relocation has been through the Section 8 program.

- (a) MHA will house applicants from Tiers I and II on the waiting list by selecting first from the Displacement applicants, then from Upward Mobility applicants within each Tier, and then, if the Upward Mobility applications are exhausted, by selecting from the No-preference applicants within each Tier.

- (b) MHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.
- (c) MHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

## 9. Definition of Displacement and Upward Mobility Preference

MHA defines Displacement to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, displaced, through no fault of their own by governmental action, or displaced by domestic violence.

MHA defines Upward Mobility to include all applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families, as defined in Section XII. Additionally, persons who cannot work because of age or disability qualify for this ranking preference. [\[24 CFR § 960.206\(b\)\(2\).\]](#)

Although the ranking preferences have several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Upward Mobility preferences does not rank any higher than a family that has only one member qualifying for the Upward Mobility preference.

## 10. Withholding Preferences

As required by law, MHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or MHA staff. MHA may grant admissions preference in any of the following cases:

- (a) If MHA determines that the evicted person has successfully completed a rehabilitation program approved by MHA;
- (b) If MHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) If MHA determines that the evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of MHA.

## 11. Designated Housing

The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations, if any. When such matching is required or permitted by current law, MHA will give preference to the families described below. The ability to provide preferences for some family types will depend on unit size available.

- (a) **Projects designated for the elderly:**<sup>10</sup> Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan. [\[24 CFR Part 945\]](#).  
When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a priority for this type of unit.
- (b) **Projects designated for disabled families:**<sup>11</sup> Disabled families will receive a priority for admission to units or buildings that are covered by a HUD-approved Designation Plan. [\[24 CFR part 945\]](#)
- (c) **Mixed population Projects**<sup>12</sup>: Elderly families, disabled families and families displaced by governmental action will receive equal priority for admission to such units.  
All elderly, disabled or displaced applicants who are single persons shall be admitted before single persons who are not elderly, disabled nor displaced.
- (d) **General Occupancy Projects:** The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.

## 12. Administration of the Preferences

- (a) Depending on the time an applicant may have to remain on the waiting list, MHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 120 days old at the time of certification.
- (b) At the time of pre-application, MHA will use a pre-application to obtain the family's certification that it qualifies for a preference. Between pre-application and the application interview, the family will be advised to notify MHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will lose their preference status and their standing on the waiting list.  
Families that cannot qualify for any of the preferences will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.
- (e) Families that claim a preference at pre-application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as

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<sup>10</sup> This reference is to buildings or portions of buildings designated for the elderly by following HUD's requirements. Designation of housing for the elderly requires the preparation of a designated housing plan. The plan must be presented to HUD for review and approval.

<sup>12</sup> A mixed population project is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character; or the MHA obtained HUD approval to retain the property for elderly and disabled families. These projects were formerly known as elderly projects.



described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

### 13. Notice and Opportunity for a Meeting [24 CFR § [960.208\(a\)](#) ]

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) MHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with MHA's designee to review the determination.
- (b) If the applicant requests the meeting, MHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the MHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the MHA's decision to deny the preference.

### F. Applicant Selection Criteria

1. It is MHA's policy that all applicants shall be screened in accordance with HUD's regulations (24 CFR § 960) and sound management practices. During screening, MHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (a) To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) To care for and avoid damaging the unit and common areas;
- (c) To use facilities and equipment in a reasonable way;
- (d) To create no health, or safety hazards, and to report maintenance needs;
- (e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity; and
- (g) To comply with necessary and reasonable rules and program requirements of HUD and the MHA.

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

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the MHA.
- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:

- (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [24 CFR § [960.203\(c\)](#)]
- (ii) Adversely affect the physical environment or financial stability of the project; [24 CFR § [960.203\(c\) \(1\)](#)]
- (iii) Violate the terms and conditions of the lease; [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
- (iv) Require services from MHA staff that would alter the fundamental nature of MHA's program. [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
- (c) MHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. [24 CFR § [960.259\(c\)](#)]
- (d) MHA may complete a credit check and a rental history check on all applicants. In carrying out the credit check MHA will pay particular attention to the applicant's history of rental payment as opposed to payment history generally.
- (e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant for unpaid balances owed MHA by the applicant for any program that MHA operates. MHA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. MHA will not admit families who owe back balances. [See 24 CFR § [960.203\(c\) \(1\)](#)]
- (f) MHA will complete a criminal background check for a period of five years preceding consideration for admission on all applicants family member 18 years of age or older or any member for whom criminal records are available. MHA will deny admission to any applicant households with one or more members who, within the five years preceding consideration for admission, has been evicted from federally assisted housing for drug-related criminal activity. [24 CFR [§§ 960.203 – 960.205](#)]
- (g) MHA will deny admission for a period of five years preceding consideration for admission on all applicants whose lease was terminated for non-payment and housekeeping

**MHA also shall deny admission at any time under the following circumstances:**

1. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

2. Any household member has been convicted of drug-related or violent criminal activity within the past five years.
3. Any household member is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household member is known to have lived.
4. MHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
5. MHA has reasonable cause to believe that a household member has engaged, within the past five years, in any criminal activity that may threaten the health or safety of the other residents, property management staff or MHA employees or their contractors and agents.

MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period, five years prior to admission.

In determining whether to deny or terminate assistance, MHA may take such action if the preponderance of evidence indicates that a family member has engaged in such activity. **The fact of an arrest record alone is not a reliable basis upon which to establish a preponderance of arrest.**

Extenuating circumstances, such as current or past participation in a rehab program, will be considered before final withdrawal of the applicant. If MHA uses a criminal record report as the basis to deny assistance, MHA will provide the applicant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.

(g) MHA may complete a home visit on an applicants who has passed criminal background check and whose landlord references are marginal.<sup>13</sup> Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. MHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.

(i) Housekeeping criteria shall include, but not be limited to:

Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);

Cleanliness in each room; and

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<sup>13</sup> MHA will not make home visits to housing units where the applicant has no control over the quality of the housing, such as to persons living in homeless shelters.

General care of appliances, fixtures, windows, doors and cabinets.

- (ii) Other MHA lease compliance criteria will also be checked, such as:
- Evidence of destruction of property;
  - Unauthorized occupants;
  - Evidence of criminal activity; and
  - Conditions inconsistent with application information.
- (iii) All applicants shall have at least two days' advance written notice of Home Visits.
- (iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.
- (h) All applicants are required to attend and complete MHA's Pre-Occupancy Orientation.
- (i) MHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:
- The applicant's past performance in meeting financial obligations, especially rent and utility bills. [24 CFR § [960.203\(c\)](#)(1)]
  - A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. [24 CFR § [960.203\(c\)](#)]
  - Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. [24 CFR § [960.204](#) & the Anti-Drug Act of 1988]
  - A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  - An applicant's ability and willingness to comply with the terms of MHA's lease. [24 CFR § [8.3](#) Definition: Qualified Individual with Handicaps]
- (j) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (k) Applicants must be able to demonstrate the ability and willingness to comply with the terms of MHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of

admission.<sup>14</sup> [24 CFR § 8.2 Definitions: Qualified Individual with Handicaps] Availability of assistance is subject to verification by MHA.

- (l) Compliance with prior Community Service requirement for former resident of Memphis Housing Authority is part of the screening evaluation. Completion of outstanding Community service hours is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant who did not complete their required Community Service hours for any program that MHA operates. MHA expects prior Community Service hours owed to be completed before initiating the full screening process. MHA will not admit families who have not completed their community service hours unless they are currently exempt due to age, disability, or employment exemption.

### 3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, MHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. [\[24 CFR §960.203\(d\)\]](#) To be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable.
- (b) Mitigating circumstances<sup>15</sup> are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. MHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include:

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<sup>14</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for MHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

<sup>15</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. MHA is required by regulation to consider mitigating circumstance, see 24 CFR § [960.203\(d\)](#).

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

#### 4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family; [24 CFR § 5.403]
  - (ii) Eligibility of the applicant with respect to income limits for admission; [24 CFR § [5.601 et seq.](#)]
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § [5.500 et seq.](#)]
  - (iv) Unit size required for and selected by the family;
  - (v) Preference category (if any) to which the family is entitled; [24 CFR [Part 960](#)] and
  - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. [24 CFR [Part 960](#)]
- (b) Families determined to be qualified will be notified by MHA of the approximate date of occupancy insofar as that date can be reasonably determined. [24 CFR § [960.208\(b\)](#)] However, the date stated by MHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors MHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location.
- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from MHA, stating the basis for such determination. MHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [24 CFR § [960.208\(a\)](#)]
- (d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to

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

### G. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and underutilization. It is also fully compliant with HUD rules related to Occupancy Standards.

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

| <u>Number of Bedrooms</u> | <u>Min Persons/Unit</u><br><u>(Largest Unit Size)</u> | <u>Max Persons/Unit</u><br><u>(Smallest Unit Size)</u> |
|---------------------------|---|--|
| 0BR                       | 1   | 1  |
| 1BR                       | 1   | 2  |
| 2BR                       | 2   | 4  |
| 3BR                       | 3   | 6  |
| 4BR                       | 4   | 8  |
| 5BR                       | 5   | 10   |

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

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
- (d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In determining unit size, MHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- (e) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
- (g) Efficiency apartments will be occupied first by persons who prefer efficiencies to 1 BR units. Once applicants who prefer efficiencies have been housed, single individuals applying to Mixed Population

buildings who wish to live in 1 Bedroom units (rather than efficiencies) will participate in a lottery to determine whether they will be offered a 1 BR or an efficiency.

2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The MHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the applicant family must choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the family's decision could include cultural standards, length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

The family (not the MHA) decides which size of unit they wish to be listed for (corresponding to the smallest, largest or a unit in between, for which they qualify).

5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

7. **IMPORTANT:** The unit size standards shall be discussed with each applicant family that qualifies for more than one unit size. Families will also be informed about the status and movement of the various waiting lists and sub-lists maintained by MHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change. The MHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.



### III. Tenant Selection and Assignment Plan

#### A. Organization of the Waiting List

##### 1. Site-Base Waiting List

It is MHA's policy that each applicant shall be assigned his/her appropriate place on a single site-base waiting list in sequence based upon:

- Type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- Applicant preference or priority, if any; and
- Date and time the application is received. MHA will be using Site-based Waiting List for High-Rise development. Applicants for those developments will be give opportunity to list any or all High-Rise development where they would accept a unit offer or to opt for the "first available" unit offer.

MHA will maintain its waiting list in the form of a sequential list that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head. This sequential list will then be broken down by unit size and type and applicant preference status and date and time of application.

MHA will be using Site-based Waiting Lists for its revitalized developments and the application for such lists shall be a part of the MHA's Annual Plan. All current applicants for the developments selected for Site-based Waiting Lists will be given an opportunity to list up to three developments where they would accept a unit offer or to opt for the "first available" unit offer. Thereafter, new applicants would have the same opportunity to select up to three developments or "first available" unit offer. "Once the initial site based lists are established all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.

#### B. Unit Offers to Applicants

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is PLAN "A" with modifications as described below. Under Plan A, the first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.

2. MHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.

3. Further, in the selection of a family for a unit with accessible features, MHA will give preference to families that include a person with disabilities who can benefit from the unit features.

4. In selecting applicants for offers of units, MHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, MHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 and local housing needs and conditions.

5. The local preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the MHA will make an offer to an applicant who does not qualify for a local preference. Certain types of transfers will also be processed with new admissions. See Section F. for the ratio of transfers to new admissions.

6. The applicant must accept the vacancy offered within 2 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone or first class mail, MHA will send a certified letter, return receipt requested.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

#### **A. Due Process Rights for Applicants**

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep MHA apprised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria<sup>16</sup>; or
4. The application is withdrawn because the MHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact MHA<sup>17</sup> either by returning the update postcard or in person, bringing proof of identity;

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<sup>16</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

- When five working days have elapsed from the date when the MHA mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by first class mail;
  - If an applicant contacts MHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
  - When MHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, MHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.
5. Persons who fail to respond to MHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a disability. In such circumstances MHA shall reinstate these individuals to their former waiting list positions.
6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 12 months. In these cases, they will have a new date and time of application.

#### **D. Good Cause for Applicant Refusal of Unit Offer**

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of MHA, clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of "good cause" for refusal of an offer of housing include, but are not limited to:
- The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
  - Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities<sup>18</sup>, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
  - The family demonstrates to MHA's satisfaction that accepting the offer will place a family member's life, health or safety 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. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

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<sup>17</sup> Except that MHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

<sup>18</sup> If the applicant has a child participating in such a program.

- The family has a child(ren) under age seven and there is lead based paint in the unit;
  - A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each 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; or
  - An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.
2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)
3. MHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

**E. Dwelling Units with accessible/adaptable features**

1. Before offering a vacant accessible unit to a non-disabled applicant, MHA will offer such units:
- First, to a current occupant of another unit of the same development, or other public housing developments under MHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
  - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, MHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

**F. Leasing and Occupancy of Dwelling Units**

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development

**G. Transfers**

MHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive<sup>19</sup> transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

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<sup>19</sup> If the MHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
4. Tenants are entitled to use the MHA Grievance Procedure if they are refused the right to transfer or if MHA is requiring them to transfer and they do not want to do so.

## IV. Leasing and Occupancy of Dwelling Units

### A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations [24 CFR § 966].
2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by the Property Manager, **Manager of General Services** or other authorized representative of MHA, prior to actual admission. [24 CFR § 966.4 (p)]
3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally. Managers shall work with MHA's central office to forward necessary information and coordinate this activity with the applicant or resident family.
4. If a resident transfers from one MHA unit to another, a new lease will be executed for the dwelling into which the family moves.
5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - (a) A new lease agreement will be executed, or
  - (b) A Notice of Rent Adjustment will be executed, or
  - (c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority. [24 CFR § 966.4 (o)]
6. Residents must advise MHA if they will be absent from the unit for more than 7 days. Residents are required to notify the manager and make arrangement to secure the unit and provide a means for MHA to contact the resident in the event of an emergency. Failure to advise MHA of an extended absence is grounds for termination of the lease.
7. Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month.

The late payment date may be extended upon written request for individuals who are sixty two years of age or older, disabled or pension or TANF, recipients and who customarily received their entitlement or pension checks after the 5th of the month. The resident must provide adequate documentation as to age, disability or pension or TANF participation and date of receipt of funds after the 5th of the month. The extension must be reviewed and approved by the Director of Asset Management. The extension will be in writing and can be for no more than three business days after the date established for receipt of funds.

### B. Showing Units Prior to Leasing

1. When offering units, MHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with MHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised

of the offer and will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **MHA Procedure on Taking Applications and Initial Processing**.)

2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then sent to central office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy.** [24 CFR§ 966.4 (i)]

3. Managers will only show and lease units of the appropriate size. Families may choose to lease units of sizes between the largest and smallest unit for which they qualify. If a family opts to lease a unit smaller than the largest unit for which they qualify, the family shall agree in writing to remain in that size unit until family size or circumstances require a larger unit.

If an exception to MHA's largest unit standard is approved for the applicant, this information will be noted on the leasing packet sent to the manager. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

### **C. Occupancy, Additions to the Household and Visitors**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. [24 CFR § 966.4(a) (v)] Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. [24 CFR §§ 966.4(a) (v), 966.4(c), 960.257] All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, MHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the MHA will approve admitting the new member.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from MHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

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

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

(e) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify MHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by MHA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)(3)]

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on MHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Manager. Visits of more than three and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager. Visits of more than 14 calendar days shall be authorized only by the Property manager with advance documentation of extenuating circumstances. In no event shall a visitor be permitted to visit for more than 45 days in any 12 month period without the prior written consent of MHA. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. [24 CFR § 966.4 (f) (2)]

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

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. [24 CFR § 966.4 (f)(3)] The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by MHA in making determinations under this paragraph.



## V. Transfer Policy

### A. General Transfer Policy

1. It is MHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. [24 CFR § 100.5]
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Property Manager or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

### B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

- (a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by MHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; remove a family with children under age 7 with elevated blood lead levels from a unit with lead paint hazards, **VAWA victims** or, based on a threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood or when a determination is made by the Authority based on the physical condition of the development that the development should be closed immediately.

**These transfers shall take priority over new admissions.**

- (b) Category 1 Administrative transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified disability problems of a serious (but not life-threatening) nature; permit modernization, vacancy consolidation or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

**These transfers shall take priority over new admissions.**

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

- (c) Category 2 Administrative transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (over or under the MHA's standards) as described below.

**These transfers will take priority over new admissions.**

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

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

- (d) Category 3 Administrative transfers are mandatory transfers within sites or between sites may be made to: correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

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

- (e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, including townhouses, on a nondiscriminatory basis to residents with good rental histories.

**These transfers take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.**

- (f) Transitional Housing Transfers: As described in detail below, **Transitional Housing Transfers** are offered to fill single family designated transitional housing units on new or recently modernized or revitalized developments or scattered sites, on a nondiscriminatory basis to residents with good rental histories.

**These transfers take priority over new admissions.**

2. Whenever feasible, transfers will be made within a resident's area.

### C. Processing Transfers

1. A centralized transfer waiting list will be administered by the Occupancy Division. Managers are responsible for submitting requests for transfer including necessary documentation, to the Occupancy Specialist Manager.

2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers,

- Applicants, and, at a rate of four applicants to every transfer,
- Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.

4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, MHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits MHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

#### **D. Good Record Requirement for Transfers**

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

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

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to MHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

Absent a determination of exception, the following policy applies to transfers:

- (a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed; back rent is paid in full.
- (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

**E. Incentive Transfers**

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

- (a) Incentive Transfers - MHA may occupy recently modernized and scattered site units through incentive transfers. Other than those approved in the NLIHC Settlement Agreement, one applicant shall be admitted directly to a scattered site units for every three transferees. Depending on MHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. MHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.
- (b) Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met:
  - (i) Residency in a MHA development for least three years.
  - (ii) No more than two repayment agreements, or unpaid balances at any time in the past two (2) years.
  - (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
  - (iv) No history of criminal activity or drug related criminal activity by resident, household members, or guests.
  - (iv) Good housekeeping record.

2. Incentive transfers are Category 2 administrative transfers.

3. No exceptions will be granted to the good record requirement for incentive transfers.

4. A Manager's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

**F. Transitional Housing Transfers**

1. **Transitional Housing Transfers** are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have a program goal of homeownership to be completed within 12 to 36 months, have good rental histories and want to move to the transitional Housing units.

- (a) **Transitional Housing Transfers** - MHA will occupy recently modernized, revitalized developments and scattered site designated "Single Family transitional housing units" through transitional housing transfers. The units will be filled by transferees from current MHA developments. If the Authority is

unable to fill the transitional housing units from transferees from current MHA developments, the Authority may create a transitional housing waiting list open to the General public to fill the remaining units.

- (b) Resident requests for **Transitional Housing Transfers** should be made to their Housing Manager. Managers may also recommend a resident for a **Transitional Housing Transfer**. For a resident to be considered for a **Transitional Housing Transfer**, the following conditions must be met:
- (1) Residency in a MHA development for least one year.
  - (2) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
  - (3) No history of criminal activity or drug related criminal activity by resident, household members, or guests.
  - (4) Good housekeeping record.
  - (5) Be a participant in good standing in a program aimed at self-sufficiency such as Memphis Housing Authority's Family Self-Sufficiency Program, a participant in the RISE Foundation Save UP, Individual Development Account (IDA) Initiative, or a similar program of upward mobility;
  - (6) Be a United States citizen 18 years of age or older;
  - (7) A current resident of Memphis Housing Authority.
  - (8) Employed full-time (minimum of 30 hours week) meeting all Self Reliance Agreement criteria;
  - (9) Can verify and show proof of full-time employment history (minimum of 30 hours per week) for a 12-month period preceding date of application. Meet all Self Reliance requirements.
  - (10) Must have the ability to repair any credit issues and be mortgage ready within a 36-month period or less.
  - (11) Pass housekeeping inspection and all ongoing housekeeping inspections.
  - (12) Attend Tenant Wise Training for Housekeeping, Counseling, and How to Be a Good Neighbor Classes, etc.
  - (13) Children enrolled in an "A" qualified day care/headstart program;
  - (14) Must have demonstrated good rental payment history with Memphis Housing Authority for a 12-months consecutive period;
  - (15) Have a minimum annual wage of \$11,000;
  - (16) Pass a criminal background check;
  - (17) Present, when applicable, a report of each child's attendance record of regular attendance in school.

2. **Transitional Housing Transfers** will take priority over admissions.
3. **Transitional Housing Transfers** will not exceed 36 months. A resident transferring into a Transitional Housing unit cannot occupy said unit for more than 36 months.
4. A Manager's failure to process a **Transitional Housing Transfers** is subject to the Grievance Procedure.

**G. Cost of Transfers**

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by MHA. Transfers requested or required by MHA will be paid for or made by MHA. Residents shall be required to pay any maintenance charges resulting from resident damage or neglect at the unit from which they are transferring.

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

### **A. Eligibility for Continued Occupancy**

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

1. Qualify as a family as defined in Section XII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
5. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § [5.500 et seq.](#)]
6. Who are in compliance with the MHA's 8 hour per month community service
7. requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).

### **B. Remaining Family Members and Prior Debt**

1. As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. MHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

### **C. Periodic Reexamination**

1. Regular reexaminations: MHA shall, at least once a year, re-examine the incomes of all resident families other than those families paying Flat Rents whose incomes shall be reexamined every three years. Flat Rent payers must still report for review of unit size and Community service compliance. [24 CFR § [960.257](#)]
2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. New Reexamination Date Following Income Disregard: When a family begins participating in a job training program or working following a job training program and their income is disregarded in accordance with HUD requirements, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disregard began.

4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual reexamination process. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

#### 5. Reexamination Procedures

- (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. A credit check will be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc. [24 CFR § [5.210 et seq.](#); 24 CFR § § [960.257 and 960.259](#).]
- (c) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the resident as a family or as the remaining member of a family;
  - (ii) Unit size required for the family (using the Occupancy Guidelines); and
  - (iii) Rent the family should pay.
- (d) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. [24 CFR [Part 5, subpart B](#)]
- (f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § 966.4 (c)(2)]

#### 6. Action Following Reexamination

- (a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. [24 CFR § 966.4 (c) & (o)]
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. [24 CFR § 966.4 (c) (3)]



## D. Criminal Background Checks

In order to determine if residents and household members are in full compliance with the resident obligations and responsibilities as described in the dwelling lease and especially drug related and other criminal activity, Memphis Housing Authority may conduct annual criminal background checks.

Memphis Housing Authority may conduct criminal background checks at the time the resident is certified for continue occupancy in public housing. The Housing Authority may also provide resident information to Law enforcement officials to obtain daily arrest reports and other records regarding drug related and other criminal activity which may be in violation of the resident's lease.

## E. Upfront Income Verification

The Memphis Housing Authority will use HUD's Upfront Income Verification (UIV) System to verify the income reported by applicants and current tenants. This online automated system compares tenant's income data obtained from the Public Housing Information Center (PIC) databases with wage information from the State Wage Information Collection Agencies (SWICAs); Social Security and Supplemental Security Income from the Social Security Administration; and user profile information from the PIC database.

UIV data will only be used to verify a tenant's initial or continuing eligibility for participation in a HUD rental assistance program. When discrepancies are identified, MHA staff will inform applicants and current tenants of their appeal rights, maintain all UIV data as confidential, and use Third Party Verification procedures.

**UIV data will not be used for any adverse actions such as eviction, repayment agreements, referrals or participant to the Office of Inspector General, etc.** If fraud is suspected, MHA staff will independently verify the UIV information using the five (5) levels of Third-Party Verification mandated by HUD's Verification Guidance dated March 9, 2004.

Third party verification is defined an independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the applicant family. The verification documents must be supplied directly to the independent source by MHA and returned directly to MHA from the independent source. **The tenant shall not hand carry documents to or from the independent source.** MHA will use mail, fax, or e-mail to send and/or receive verification from the source(s). MHA staff will use the following five levels of Third Party Verification for gross wages and salaries; unemployment compensation; welfare benefits; social security benefits (Social Security & Supplemental Security Income); and other income types (i.e., child support, pensions, etc.) **in the order listed:**

1. Upfront Income Verification
2. Written Third Party Verification

3. Oral Third Party Verification
4. Document Review
5. Tenant Certification

All related documents must be dated **within the last 60 days** of the interview, and MHA staff will make photocopies of original document(s) and place a copy in the tenant's file. MHA staff will document the reasons for not using the higher levels of Third Party verification in the tenant's file anytime the higher level of verification cannot be used.

## VII. Interim Rent Adjustments: Fixed Rent System

### A. Rent Adjustments

1. Residents are required to report all changes in family composition or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions.**

2. Changes in family income between reexaminations may result in a rent change. MHA will process interim changes in rent in accordance with the chart below:

| <u>INCOME CHANGE</u>   | <u>MHA ACTION</u>  |
|--|--|
| (a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days <sup>20</sup> . Increase in income following MHA granting of interim rent decrease. | • MHA will process an interim reduction in rent if the income decrease will last more than 30 days. MHA will process an interim increase for income increases that follow interim rent reductions. |
| (b) Increase in earned income from the employment of a current household member.   | • MHA will increase rent after providing a 30-day notice to the resident.  |
| (c) Increase in unearned income (e.g. COLA adjustment for social security).  | • MHA will increase rent after providing a 30-day notice to the resident.  |
| (d) Increase in income because a person with income (from any source) joins the household.   | • MHA will increase rent after providing a 30-day notice to the resident.  |

(e) MHA will process an interim increase in rent if it is found that the resident at an annual or interim reexamination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. MHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. [24 CFR § [960.257](#) and 24 CFR Part 5, [subpart F](#)]

4. MHA will process interim adjustments in rent in accordance with the following policy:

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<sup>20</sup> Decreases in income verified to be a result of welfare fraud or TANF cuts for failure to comply with a required economic self sufficiency program are not eligible for rent reductions.

- (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
- (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

5. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

#### **B. Effective Date of Adjustments**

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days' notice and become effective the first of the second month.

#### **C. Failure to Report Accurate Information**

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with MHA's dwelling lease. [24 CFR § 966.4 (c)(2)]

## VIII. Lease Termination Procedures

### A. General Policy: Lease Termination

It is MHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations [24 CFR § 966.4 (l)] and the lease terms.

### B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by MHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. [\[24 CFR § 966.4\(l\)\(3\)\(ii\)\]](#)

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or MHA employees; and any drug-related criminal activity. [24 CFR § [966.55\(g\)](#)]

2. Notices of lease termination may be served personally and posted on the apartment door.

3. The Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

### C. Domestic Violence/Violence Against Women Act VAWA:

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, or stalking.

B. Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the MHA may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease, in order to evict, remove, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

C. The MHA may request a certification that an individual is a victim of domestic violence, dating violence or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii)

documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse. A copy of the form HUD -50066 is attached

D. Nothing in this Section:

1. Limits the MHA from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
2. Limits the MHA from evicting a lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee's household, provided that the MHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other lessees in determining whether to evict;
3. Limits the MHA from terminating the tenancy of any lessee if the MHA can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted;
4. Supersedes any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

E. All information that the MHA may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by the Lessor, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:

1. Requested or consented to by the individual in writing;
2. Required for use in an eviction proceeding; or
3. Otherwise required by applicable law.

F. Under the above Violence Against Women Act (VAWA) MHA will provide the following procedures:

1. MHA will not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights or victims of abuse.
2. MHA will not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy or occupancy rights if the victim or immediate member of the tenant's family is the victim or the threatened victim of that abuse.
3. MHA may request in writing that the victim, or a family member on the victim's behalf certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive

protection under VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

#### **D. Recordkeeping Requirements**

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

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

### **IX. Utilities**

In some of MHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by MHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. Utility allowances are not granted to residents paying a Flat rent. [24 CFR § 965 & 966.4 (b) (2)]

#### **A. Resident-Paid Utilities**

The following requirements apply to residents living in or applicants being admitted to developments with resident-paid utilities:

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment (income-based rent) is less than the utility allowance, MHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf. The resident will be informed of the amount of the utility reimbursement paid on his/her behalf.
3. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that MHA will be notified if the resident fails to pay the utility bill.

5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
6. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

**B. Excess Utility Charges**

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the MHA. Quarterly the check meters shall be read by the MHA and each tenant charged for any consumption in excess of the utility allowance.
2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.



## X. Flat Rents

### A. Flat Rents

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998. [\[See 24 CFR § 960.253\]](#) Unlike Ceiling rents, which may be developed using several approaches and may not be less than the average cost to operate a unit, Flat Rents are market-based rents. Accordingly, they will vary by unit size and type and also by development location. All residents will be offered the choice of paying an income-based rent or the Flat rent.

### B. Recertification of Families on Flat Rents

MHA may, but is not required to conduct a full examination of family income and composition for the second and third annual rent options. If MHA chooses not to conduct an examination of family income for these annual rent options, MHA must use the income information from the examination of family income and composition from the first annual rent option;

The flat rent amount a family pays is not locked in for the three year period. Instead, the MHA must revise the flat rent amount from year to year based on changes to the FMR. Families currently paying the flat rent amount must be offered the choice between the updated flat rent amount, and the previously calculated income based rent.

### C. Establishing Flat Rents

Flat rents represent the actual market value of MHA's housing units. Accordingly, MHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood
- Rents of non-assisted rental units in the immediate neighborhood
- Size of MHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of MHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at MHA's properties and in the surrounding neighborhood
- Crime in MHA's developments and the surrounding neighborhood
- Quality of local schools serving each MHA development
- Availability of public transportation at each MHA development
- Availability of accessible units for persons with mobility impairments.

### D. Annual Update of Flat Rents

Federal rules require MHA to review their Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the MHA property or the surrounding neighborhood would affect MHA's flat rents at selected developments.

E. Flat Rent Schedule

\*Flat rents at these properties include utility allowances because MHA pays all utilities directly to MLGW.

| MEMPHIS HOUSING AUTHORITY FLAT RENTS FOR FY2016 |       |       |       |       |         |         |       |
|---|-------|-------|-------|-------|---------|---------|-------|
|   | 0     | 1     | 2     | 3     | 4       | 5       | 6     |
| Property  | Bedrm | Bedrm | Bedrm | Bedrm | Bedrm   | Bedrm   | Bedrm |
| Barry Towers                                    | \$491 | \$562 | \$666 |       |         |         |       |
| Borda Towers                                    | \$491 | \$562 | \$666 |       |         |         |       |
| Jefferson Square                                | \$491 | \$562 | \$666 |       |         |         |       |
| Venson Center                                   | \$491 | \$562 | \$666 |       |         |         |       |
| College Park Senior                             |       | \$562 | \$666 |       |         |         |       |
| Latham Terrace                                  |       | \$562 | \$666 |       |         |         |       |
| University Place Senior                         |       | \$562 | \$666 |       |         |         |       |
| University Place Ph II & III                    |       |       | \$606 | \$829 | \$917   | \$1,053 |       |
| Magnolia Terrace                                |       | \$562 | \$666 |       |         |         |       |
| Fairway Manor Senior                            |       | \$416 | \$532 |       |         |         |       |
| Foote Homes                                     |       | \$562 | \$666 | \$910 |         |         |       |
| Montgomery Plaza                                |       | \$562 | \$666 | \$910 | \$1,014 | \$1,166 |       |
| Transitional Houses                             |       |       |       | \$910 |         |         |       |
| Askew Place                                     |       |       | \$666 | \$910 | \$1,014 |         |       |
| G.E. Patterson Pointe                           |       |       | \$745 | \$875 | \$995   |         |       |
| Crockett Place                                  |       |       | \$666 | \$910 | \$1,014 |         |       |

|   |       |       |       |       |       |         |  |
|---|-------|-------|-------|-------|-------|---------|--|
| Cleaborn Pointe Senior  |       | \$499 | \$585 |       |       |         |  |
| Cleaborn Pointe Ph II, III, IV                                    |       | \$499 | \$585 | \$813 |       |         |  |
| College Park Family I and II                                      |       | \$446 | \$524 | \$742 | \$822 |         |  |
| Greenlaw Place  |       | \$505 | \$593 | \$822 |       |         |  |
| Uptown Square   |       | \$505 | \$593 | \$822 |       |         |  |
| Metropolitan Apartments   |       | \$505 | \$593 | \$822 |       |         |  |
| Uptown MHA Phases I, II, III & IV                                 |       |       | \$502 | \$717 | \$793 | \$916   |  |
|   |       |       |       |       |       |         |  |
| <b>MEMPHIS HOUSING AUTHORITY FLAT RENTS FOR 2014 - 2015 pg. 2</b> |       |       |       |       |       |         |  |
| Harold E. Ford, Sr. Villas  |       | \$439 | \$517 | \$735 | \$813 |         |  |
| Austin Park Place   |       |       | \$583 | \$751 | \$829 | \$932   |  |
| Kefauver Terrace  | \$424 | \$489 |       |       |       |         |  |
| Lakeview Landing  |       |       |       | \$759 | \$837 |         |  |
| Levi Landing  |       |       |       | \$759 | \$837 |         |  |
| Legends Park North  |       | \$615 | \$670 |       |       |         |  |
| Legends Park East & West  |       | \$449 | \$585 | \$813 | \$901 | \$1,036 |  |
| Lyons Ridge Senior  |       | \$562 | \$666 |       |       |         |  |
| Village at Cypresswood  |       | \$526 | \$530 |       |       |         |  |

- Note that this chart is reflective of the Flat Rents that would apply to the designated bedrooms types for Public Housing (ACC) units at these sites

## XI. Community Service/Self -Sufficiency Policy

- 1. Background:** Section 12(c) [42 U.S.C. Section 1437j] of the United States Housing Act of 1937, as amended on October 12, 1998 by Section 512 (Pub. L. 105-276) of the Quality Housing and Work Responsibility Act of 1998, contained a CSSR that every adult resident of public housing contribute eight hours of community service per month, or participate in an economic self-sufficiency program for eight hours per month. Regulations for the CSSR requirement can be found at 24 CFR Subpart F, 960.600 through 960.609.
- 2. Statutory/Regulatory Requirements for Administering CSSR:** Community Service is "The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities." (See 24 CFR 960.601(b)).

Community service and economic self-sufficiency requirements mandate that each nonexempt adult household member (18 years or older) shall either contribute 8 hours per month of community service, or participate in an economic self-sufficiency program for 8 hours per month (see 24 CFR 960.603(a)). The requirements can also be met by performing a combination of 8 hours of community service and participation in an economic self-sufficiency program. 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 certification.

- 3. Administrative Provisions:** MHAs must develop a local policy for administration of the CSSR for public housing residents (see 24 CFR 960.605(a)) within the Admissions and Continued Occupancy Policies (ACOP). Elements of the CSSR policy include, but are not limited to, the MHA responsibility to administer the requirement; eligible and non-eligible activities; exemptions from the requirement; and compliance review standards. These elements are described further in this document.

MHAs may administer qualifying community service and self-sufficiency activities directly, or make the activities available to residents through a contractor or partnership with qualifying organizations (including resident organizations), community agencies, or institutions (see 24 CFR 960.605 (b)). In administering the CSSR, MHA may provide names and contacts of agencies offering opportunities for resident, including person with disabilities, to fulfill their community service obligations. In administering the CSSR, MHA may choose to coordinate with social service agencies, local schools and human service offices to develop a referral list of names and agency contacts. MHAs that administer a ROSS of Family Self-Sufficiency program may wish to engage the Program Coordinating Committee in the endeavor. MHA will create agreements with local organizations, including faith-based and community organizations, to assist at with transportation, child-care or other barriers to CSSR attainment and verify hours within individual monthly logs. HUD strives to provide maximum flexibility to PHAs to allow successful CSSR implementation without adding

excessive cost or administrative burdens (see 24 CFR 960.605 (b)).

**4. Community Services:** Eligible community service activities include, but are not limited to, serving at:

- A. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
- B. Nonprofit organizations serving MHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
- C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- D. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- E. MHA housing to improve grounds or provide gardens (so long as such work does not alter the MHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with MHA-run self-sufficiency activities including supporting computer learning centers; and,
- F. Care for the children of other residents so parents may volunteer.

MHAs may form their own policy in regards to accepting community services at profit-motivated entities, acceptance of volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work

Pursuant to 24 CFR 960.609, no MHA may substitute community service activity performed by a resident for work ordinarily performed by a MHA employee. However, residents may do community service on MHA property or with or through MHA programs to assist with or enhance work done by a MHA employee.

**5. Self-Sufficiency:** Eligible self-sufficiency activities include, but are not limited to:

- A. Job readiness or job training while not employed;
- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
- C. Higher education (junior college or college);
- D. Apprenticeships (formal or informal);
- E. Substance abuse or mental health counseling;
- F. Reading, financial and/or computer literacy classes;

- G. English as a second language and/or English proficiency classes;
- H. Budgeting and credit counseling.

**6. CSSR Partnerships:** MHAs with a ROSS Service Coordinators program or Family Self-Sufficiency (FSS) program may coordinate Individual Training and Services Plans (ITSPs) with CSSR. The ITSP is a tool to plan, set goals and track movement towards self-sufficiency through education, work readiness and other supportive services such as health, mental health and work supports. Specific CSSR activities may be included in ITSPs to enhance a person's progress towards self-sufficiency. Regular meetings with MHA coordinators may satisfy CSSR activities and MHA Service Coordinators or FSS Program Coordinators may verify community service hours within individual monthly logs.

**7. Exempt Residents:** MHAs are required to set out in their Admissions and Continuing Occupancy Policy (ACOP) how the MHA determines if an individual is exempt from the CSSR and the documentation needed to support the exemption. Exemptions for adult residents, as codified at 24 CFR 960.601, include persons who are:

A. 62 years or older;

B. 1. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or 2. is a primary caretaker of such individual;

C. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

- 1. Unsubsidized employment;
- 2. Subsidized private-sector employment;
- 3. Subsidized public-sector employment;
- 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- 5. On-the-job-training;
- 6. Job-search;
- 7. Community service programs;
- 8. Vocational educational training (not to exceed 12 months with respect to any individual);
- 9. Job-skills training directly related to employment;
- 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
- 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate

of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;

- D. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which MHA is located including a State-administered Welfare-to-Work program; or,
- E. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State<sup>1</sup> in which the MHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

MHAs are encouraged to use 30 hours per week as the minimum number of hours for a work activity as described in Section 407(d) of the Social Security Act, and implementing regulations 45 CFR 261.31(1)(a)(1). MHAs can use reasonable guidelines in clarifying this statutory list of work activities in coordination with the Temporary Assistance to Needy Families (TANF) agency, as appropriate (see Notice PIH 2004-17(HA)).

MHAs must describe in its CSSR policy the process to determine which family members are exempt from the requirement, as well as the process for determining any changes to the exempt status of the family member. MHAs provide the family a copy of CSSR policy at initial application and secure certification of receipt as shown in Attachment A, (see 24 CFR 960.605(c)(2)).

MHAs make the final determination whether to grant an exemption from the community service requirement. If a resident does not agree with the MHA's determination, the resident may dispute the decision through the MHA's Grievance Procedures (see 24 CFR Part 966 Subpart B, 24 CFR 960.607(b)).

- 8. Resident Responsibilities at Lease Execution or Re-examination:** At lease execution or re-examination, after the effective date of the adopted policy, all adult members (18 or older) of a public housing resident family must:
  - A. Provide documentation, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used by the MHA to determine whether the tenant is exempt from the CSSR) and,
  - B. Sign a certification (examples provided in Attachments A and B) that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).

When a non-exempt person becomes exempt, it is his or her responsibility to report this to the MHA and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the MHA as soon as possible.

9. **Documentation of CSSR Completion:** MHAs must include in the CSSR policy that exemption/CSSR completion is verified annually by the MHA. At least 30 days before the annual reexamination and/or lease expiration, the MHA reviews the exempt or nonexempt status and compliance of non-exempt family members (see 24 CFR 960.605(c)(3)). At each regularly scheduled rent re-examination, each non-exempt family member presents a signed certification on a form provided by the MHA of CSSR activities performed over the previous twelve (12) months. MHAs must obtain third-party verification of CSSR completion administered through outside organizations. Each MHA develops a standardized form with places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed. Additional supporting documentation may be requested of the resident to verify CSSR participation or

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<sup>1</sup> HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a tenant is a member of family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that tenant is exempt from the CSSR. 5 exempt status. Copies of the certification forms and supporting documentation must be retained in MHA files.

10. **Noncompliant Residents:** MHAs may not evict a family due to CSSR non-compliance. However, if MHA finds a tenant is non-compliant with CSSR, then the MHA must provide written notification to the tenant of the noncompliance which must include:

- A. A brief description of the finding of non-compliance with CSSR.
- B. A statement that the MHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the MHA or the family provides written assurance that is satisfactory to the MHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement.

The tenant may request a grievance hearing on the MHA determination, in accordance with 24 CFR Part 966, subpart B, and the tenant may exercise any available judicial remedy to seek timely redress for the MHA's nonrenewal of the lease because of such determination.



**11. Enforcement Documentation:** Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, MHAs are required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) due to the fact that the family is failing to comply with lease requirements. When initiating termination of tenancy proceedings, the MHA will provide the following procedural safeguards:

- A. Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- B. Right of the tenant to be represented by counsel;
- C. Opportunity for the tenant to refute the evidence presented by the MHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
- D. A decision on the merits.

**12. 50058 Coding:** The Instruction Booklet for Form HUD 50058 contains information on coding CSSR status. At the time of program admission, enter either 3 or 4. At each annual re-examination, enter code 1, 2, or 4. See below:

- 1- MHA determines resident is not exempt and is in compliance with CSSR
- 2- MHA determines resident is not exempt and not complying with CSSR
- 3- MHA is in the process of verifying CSSR compliance
- 4- MHA determines resident is exempt
- 5- Do not use this code for "not applicable" under any circumstance

**A. Self-Sufficiency**

It is the policy of Memphis Housing Authority to encourage and support all of its residents in the goal of becoming self-sufficient. In instances where tenant assistance is needed to obtain this goal, the MHA Human Services Department will develop appropriate programs and conduct other measures to assist the tenant to ensure that his/her actions are consistent with and supportive of achieving the goal of becoming self-sufficient.

Memphis Housing Authority will require that all adult residents participate in the seamless service delivery case management program.

**B. Self-Sufficiency Mixed Finance , Hope VI or Choice Developments**

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR § 960.206(b)(2) and in accordance with current

guidelines governing the HOPE VI Redevelopment Program, housing authorities are authorized to establish policies and requirements which promote resident self-reliance at redeveloped sites. Memphis Housing Authority (“MHA”) has established preferences for public housing units developed under the Mixed Finance and HOPE VI Program. MHA is requiring each resident in a Mixed Finance, Hope VI Developments or Choice Developments to execute a “working family Preference addendum to the Resident Lease unless exempt.”

## XII. Eviction Policy

### **DRUG RELATED CRIMINAL ACTIVITY, OR OTHER CRIMINAL ACTIVITY THAT THREATENS THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY OTHER TENANTS**

The Memphis Housing Authority has a zero tolerance for criminal activity and illegal use, possession, or sale of drugs on or near its developments. The Memphis Housing Authority may also terminate a resident's tenancy for drug related criminal activity off the premises by the resident or a member of the resident's household. The managers of a development, where drug related criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants occurs by a resident or a member of the resident's household or his guest, will immediately seek the termination of the resident's lease. A three day lease cancellation may be given in these cases.

The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

The term "criminal activity" shall mean any act that violates city, state, or federal criminal laws.

The Authority retains the flexibility to handle these cases on an individualized basis, and will exercise discretion in light of all of the relevant circumstances.

### **Alcohol**

The Authority will also not tolerate alcohol abuse by its leaseholders. Alcohol abuse by the residents or a member of the resident's household or guest which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents will be grounds for termination of the tenancy.

### **NONPAYMENT AND LATE PAYMENT OF RENT**

The Memphis Housing Authority has a zero tolerance for the late payment and non-payment of rent. Residents of Memphis housing Authority are obligated to pay rent in a timely manner and in accordance with Federal regulations. The Authority depends on the timely rental payments by its residents to provide safe, sanitary and decent housing. The rent is due and payable on the 1<sup>st</sup> of each month. If the rent is not paid or paid timely, the Authority will commence legal proceedings for eviction. The Authority in pursuing eviction will follow the federal regulations and lease agreement. The Authority retains the flexibility to handle these cases on an individualized basis where appropriate. The Authority views eviction as an action of last resort and all residents being evicted will be referred to the Human Services department for relocation assistance.

## **FAILURE OF TENANT TO MAINTAIN DWELLING IN A CLEAN AND SAFE CONDITION**

The Memphis Housing Authority is dedicated to providing dwelling units that are clean and safe. The Memphis Housing Authority may also terminate a resident's tenancy for not maintaining the units they occupy in clean, decent and safe state of readiness. The managers of each development will conduct quarterly housekeeping inspections to determine if the dwelling units are being maintained in accordance with the lease agreement, the Uniform Residential Landlord and Tenant Act and HUD's guidelines. Failing to maintain the dwelling units in a safe, clean, or decent manner will be grounds for termination for tenancy.

## **OTHER LEASE VIOLATIONS AND VIOLATIONS OF THE UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT**

The Memphis Housing Authority in pursuing eviction for other lease violations and violations of the Uniform Residential Landlord and Tenant Act will follow the federal regulations and the lease agreement.

### XIII. Authorization Of Agency Policy (AOA)

Memphis Housing Landlord (the "Landlord" or "MHA") has the Landlord to invoke "Authorization of Agency" also known as "AOA" to promote a safe, secure, peaceful and tranquil environment at all MHA developments and properties by preventing the participation in or promotion of criminal activity, or any activity disturbing the employees or residents' peaceful enjoyment of the premises.

Anyone who enters onto MHA property may be placed on the "Authorization of Agency" list if they engage in violent, disruptive, or criminal activity while on the property that disturbs or threatens the health, safety, or right to peaceful enjoyment of public housing premises by other residents or employees of MHA. A person may also be placed on AOA if they engage in any drug-related criminal activity off MHA premises. Criminal Trespass, Aggravated Trespass and Trespass by motor vehicle are prohibited on the premises of MHA properties and Central Office as defined by Tenn. Code.

#### **I. PROCEDURES**

1. According to Tenn. Code. Ann. § 39-14-405 A person commits criminal trespass if the person enters or remains on property, or any portion of property, without the consent of the owner. Consent may be inferred in the case of property that is used for commercial activity available to the general public or in the case of other property when the owner has communicated the owner's intent that the property be open to the general public
2. A person commits aggravated criminal trespass as defined by Tenn. Code. Ann. § 39-14-406.
3. Aggravated criminal trespass is a Class B misdemeanor unless it was committed in a habitation, in a building or any hospital or public school, in which event it is Class A misdemeanor.
4. MHA officers or any other law enforcement officer may issue a request or order for a Class C misdemeanor. Trespass by Motor Vehicle is defined in TCA 39-14-407 as "any person who drives in a reckless manner, or otherwise operates a motor vehicle in a reckless manner on, through or within a parking area, driving area, or roadway located on MHA's property which is provided for by patrons, customers, residents, or employees of MHA upon such property or to cease doing any of the foregoing actions is guilty of a Class C misdemeanor with no incarceration permitted.
5. Criminal charges and or disrupting conduct are considered grounds for a **non-resident** to be placed on MHA's authorization of agency list. Examples include:

- A. Causing a disturbance on MHA's developments or Central Office such as disorderly conduct as defined by Tenn. Code. Ann. § 39-17-305;
- B. When arrested for a criminal charge as outlined in this section;
- C. When visiting a MHA development or Central Office for the purpose of prostitution;
- D. When visiting MHA development or Central Office knowingly with the intent to manufacture/deliver/sell or possess a controlled substance as defined by Tenn. Code. Ann. §39-17-417;
- E. When visiting MHA's developments or Central Office and found to have on their person or vehicle drug paraphernalia as defined by Tenn. Code. Ann § 39-17-402
- F. When visiting MHA's developments or and found to have a firearm in their possession without authorization to carry a weapon from the appropriate official agency;
- G. When visiting MHA Central Office and caring a firearm and signs are posted stating fire arms are prohibited
- H. When visiting MHA's developments or Central and found vandalizing MHA's property, defacing property, breaking into cars, vacant units, and occupying vacant units;
- I. When driving a vehicle through MHA's developments or Central Office in a reckless manner, parking on the grass, blocking a dumpster parking in fire lanes or other unauthorized parking areas;
- J. When visiting a MHA development or Central Office and intentionally harassing MHA Residents, employees, agents, contractors or other governmental officials as defined by Tenn. Code. Ann §39-17-308;
- K. When displaying, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Tennessee anywhere on the property of the MHA;
- L. If soliciting is prohibited on the premises;
- M. When visiting MHA's development for the purpose of gambling;
- N. When on MHA development or Central Office and commits the offense of public intoxication as defined by Tenn. Code. Ann § 39-17-310;
- O. When knowingly commits littering while on MHA developments as defined by Tenn. Code. Ann §39-14-502;
- P. Knowingly stalking, aggravated stalking, and especially aggravated stalking any Resident or employee of the MHA as defined by Tenn. Code. Ann § 39-17-315;
- Q. Knowingly commits theft of property while on MHA developments or Central Office as defined by Tenn. Code. Ann §39-14-103;
- R. Knowingly incite a riot while on MHA developments or Central Office as defined by Tenn. Code. Ann § 39-17-304;
- S. Knowingly massage or exposure of erogenous areas while on MHA

- Developments or Central Office as defined by Tenn. Code. Ann §39-17-918;
- T. Intentionally or knowingly engage in cruelty to animals while on MHA developments as defined by Tenn. Code. Ann § 39-14-202;
  - U. If a Resident have been removed from the Lease by the Lease Holder/Head of Household;
  - V. If a resident has been evicted from the premises for any lease violation other than non-payment of rent.
6. Any MHA officer, MHA manager or local law enforcement officer that has encountered a problem with a non-resident as outlined in this policy shall have the Landlord to invoke the Authorization of Agency procedures.
7. When a MHA Police officer, MHA manager or local law enforcement officer that has encountered a problem with a non-resident as outlined in this policy shall have the Landlord to invoke the Authorization of Agency procedures the following process should be followed:
- A. The officer shall complete an Authorization of Agency form giving the suspect notice that he or she is not to return to that or any other MHA development. The suspect should be asked to sign the notice form. If the suspect refuses to sign the notice form the officer will sign in the suspect's place, noting the suspect refused to sign the notice.
  - B. The officer shall take a picture of the person being placed on the list if there is no strong objection from the suspect.
  - C. The officer shall generate an Offense report with an explanation on why this suspect is being placed on the Authorization of Agency list.
  - D. The officer shall inform the suspect that if they are caught on any of MHA's developments, they will automatically be placed under arrest and charged with criminal trespass.'
  - E. Permanent restriction should be applied when a Resident's or employee's safety, or peaceful enjoyment of the premises are in jeopardy. If the AOA is temporary a specified expiration date will be noted on the form.
  - F. A copy of these documents will be placed on file with MHA's Protective Services office staff and a copy given to the site manager, if applicable.
  - G. If a resident's invited guest(s) is placed on AOA then the site manager will provide the Resident with an AOA Tenant Notification.
  - H. On a regular basis an alphabetical print-out of the AOA list will be made available for distribution to the local law enforcement, MHA officers and site managers.
8. In certain situations, resident's and family members can be placed on AOA **from other**

**MHA developments only**. If this occurs the resident and/or family members listed on the Lease Agreement have a right to a Grievance Hearing as defined within **XXIV.RESIDENT GRIEVANCE AND APPEAL POLICY**.

9. Any non-resident may challenge their placement on the AOA list by submitting a written request for review within seven (7) days of receipt of notice to the MHA Legal Department, 700 Adams Ave., Memphis, TN 38103. MHA Review Board or Reviewing Officers, are authorized to affirm or reverse the decision. The reviewing officers or Board must be someone other than the officer who initially authorized the restriction. The Review Board or Reviewing Officers will consist of three members selected by the Memphis Housing Landlord. The members can be employees and/or an outside party. A non-resident challenging an AOA restriction decision should receive a written explanation of the decision within 10 business days of the hearing.

10. A copy of both the notice and the Authorization of Agency form are on file for public review.



#### XIV. Smoke Free Policy

The ultimate objective of this policy is to have a smoke free facility, while at the same time respecting the rights of residents who are smokers.

Out of concern for the effects that second hand smoke has on those with respiratory or other health related conditions, **Memphis Housing Authority** has adopted the following smoke free policy.

MHA prohibit the use of cigarettes, cigars, pipes, and hookah (water pipes) in all living units, indoor common areas and administrative offices.

Prohibit the use of tobacco products covered by the policy in outdoor areas within 25 ft. from buildings.

- Allow for further restrictions (e.g., buffer around playgrounds, restrict smoking to designated outdoor areas, property-wide smoke-free policy).

#### **REGULATIONS OF SMOKING INDOORS:**

- Smoking shall be prohibited in all enclosed areas of **Memphis Housing Authority**. This includes, but is not limited to, the Community Building, all common areas, individual apartments, hallways, stairs, elevators, restrooms, and any other enclosed areas.

#### **REGULATION OF SMOKING OUTDOORS:**

- Notwithstanding the above prohibition on smoking in enclosed areas, **Memphis Housing Authority** shall also prohibit smoking in all outdoor areas, including decks and patios, except in the designated smoking area. This area is physically accessible to all residents, and located a reasonable distance from any apartment to ensure that tobacco smoke does not enter the enclosed areas of **Memphis Housing Authority**.
- Residents and guests are allowed to use the outdoor designated smoking area at any time, but must not infringe on any resident's right to the quiet enjoyment of their apartment.

#### **Violation of smoke free policy**

**If it is determined that a resident, its family members, and invited guest have violated the smoke free policy while on the premises a lease termination maybe issued.**

**For the first 18 months from the final rule being adopted MHA will issue a verbal warning for the 1st violation, written warning for the 2<sup>nd</sup> violation, and a lease termination for the final violation.**

## XV. Domestic Violence Against Women Act (VAWA)

### Purpose and Applicability

The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them

The purpose of the Violence Against Women Act Policy (“Policy”) is to implement the applicable provisions of the Violence Against Women Reauthorization Act of 2013 (“VAWA”) and to provide the rights of applicants, participants, and tenants and responsibilities of the Memphis Housing Landlord (“MHA”).

This Policy is applicable to MHA’s public housing, Housing Choice Voucher Program and any other applicable Housing programs. This policy is gender-neutral, and its protections are available to female and male victims of domestic violence, dating violence, sexual assault, and stalking.

A copy of this Policy shall be available at each public housing development and MHA’s Main Administrative Office at 700 Adams Avenue, Memphis, TN 38105.

This Policy is referenced in and attached to the MHA’s Five-Year Public Housing Agency Plan and is part of the Memphis Landlord’s Admissions and Continued Occupancy Policy for public housing and the Housing Choice Voucher Program Administrative Plan. This policy is also with the Public Housing Lease Agreement.

To the extent a provision of this policy varies or contradicts any previously adopted MHA policy or procedure, the provisions of this Policy shall prevail.

### GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

- a. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- b. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault, or stalking;
- c. Creating and maintaining collaborative arrangements between law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of domestic violence, dating violence, sexual assault, and stalking who receive housing assistance from MHA; and
- d. Taking appropriate actions in response to acts of domestic violence, dating violence, sexual assault, or stalking that affect persons who receive housing

assistance from MHA.

## **1. DEFINITIONS**

Affiliated individual- A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands in loco parentis; or any other individual, tenant, or lawful occupant living in the resident household of that individual.

Confidentiality – MHA will not enter information provided to MHA under this policy into a share database or provide this information to any related entity except as state in confidentiality section of this policy.

Dating violence means violence committed by a person:

- a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - I. the length of the relationship,
  - II. the type of relationship, and
  - III. the frequency of interaction between the persons involved in the relationship.

Domestic violence- means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Perpetrator - means a person who commits an act of domestic violence, dating domestic violence, sexual assault, or stalking against a victim.

Sexual assault - any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking- to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:

- that person;
- a member of the immediate family of that person; or

- the spouse or intimate partner of that person.

Spouse or intimate partner includes [18 U.S.C. 2266]

- a. For purposes of a spouse or former spouse of the abuser, a person who shares a child in common with the abuser, and a person who cohabits or has cohabited as a spouse with the abuser; or
- b. Person who is or has been in a social relationship of a romantic or intimate nature with the abuser, as determined by the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship; and
- c. Spouse or former spouse of the target of the stalking, a person who shares a child in common with the target of the stalking, and a person who cohabits or has cohabited as a spouse with the target of the stalking; or
- d. A person who is or has been in a social relationship of a romantic or intimate nature with the target of the stalking, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship

## **2. PROTECTION FOR VICTIMS**

MHA shall not deny admission, terminate assistance, or evict a tenant solely on the basis of the person's status as a victim of domestic violence, dating violence, sexual assault, or stalking. In addition, criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking shall not be cause for denial of admission, termination of assistance, or eviction.

VAWA 2013 extends housing protection to survivors of sexual assault, and adds "intimate partner" to the list of eligible relationships in the domestic violence definition. Protection also now cover an "affiliated individual," which includes any person living within the survivor and related to him or her by blood or marriage including the survivor's spouse, parent, brother, sister, child, or any person to whom the survivor stands in loco parentis.

## **3. ACTIONS NOT PROTECTED**

MHA may terminate assistance for a participant and MHA/landlord may evict a tenant if the victim is an actual and imminent threat to other tenants or staff. Further, MHA may deny admission or terminate assistance and MHA/landlord may evict a tenant if the basis for the action is not related to domestic violence, dating violence, sexual assault, or stalking.

## **4. DOCUMENTATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

MHA and the landlord may ask the victim to prove or "certify" that he or she is a victim of

domestic violence, dating violence, sexual assault, or stalking. A person can prove that he or she is a victim by submitting one of the following:

- a. HUD-approved certification form provided by MHA or the landlord;
- b. A document that is signed by the applicant, participant, or tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional who assisted the victim relating to domestic violence, dating violence, sexual assault, or stalking. The professional must state, under penalty of perjury, that he or she believes that the abuse meets the requirements under VAWA;
- c. A Federal, State, tribal, territorial, or local police or court record;
- d. A record of an administration agency; or
- e. A statement or other evidence provided by the applicant, participant, or tenant at the discretion of MHA or the landlord.

The victim of domestic violence, dating violence, sexual assault, or stalking is required to provide the name of the perpetrator on the HUD-approved certification form only if the name of the perpetrator is safe to provide and is known to the victim. The applicant, participant, or tenant must provide the documentation within 14 business days after the date that MHA or the landlord requests for documentation. Discretion to extend the 14-day deadline is at MHA and the landlord.

## **5. CONFIDENTIALITY**

Any information submitted to MHA regarding domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and may not be entered into any shared database or disclosed to any other organization or person unless:

- a. the applicant, participant, or tenant requests or consents in writing;
- b. the Housing Landlord or the landlord needs to use the information in an eviction proceeding, such as to evict the victim's abuser; or
- c. a law requires MHA or the landlord to release the information.

## **6. EMERGENCY MOVES AND TRANSFERS**

### **Emergency Transfers**

**Memphis Housing Authority (MHA)** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> PH allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of PH

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made

to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether PH has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **Public Housing** is in compliance with VAWA.

### **Eligibility for Emergency Transfers**

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.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify PH's management office and submit a written request for a transfer to MHA. PH will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under PH's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

HP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is

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available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about PH's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

PH cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. PH 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. PH may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If PH has no safe and available units for which a tenant who needs an emergency is eligible, HP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, PH 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.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National

Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at

<https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.



If it is necessary for the victim to move to another dwelling to receive protection, the Memphis Housing Landlord shall execute an emergency move for the victim to another available and safe dwelling under a covered housing program. Reasonable confidentiality measures shall be implemented to ensure that the MHA or landlord does not disclose the location of the new dwelling unit of the victim to a person that commits an act of domestic violence, dating violence, sexual assault, or stalking.

#### **7. BIFURCATION OF LEASE**

MHA or the landlord may bifurcate a lease for housing in order to evict or remove a tenant who engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking against another tenant. If such bifurcation occurs and the removed tenant was the sole tenant eligible to receive assistance under a housing program, MHA or the landlord shall provide any remaining tenant the opportunity to establish eligibility for the covered housing program. If the remaining tenant cannot establish eligibility, MHA or the landlord will provide the tenant a reasonable time to find new housing or establish eligibility under another covered housing program.

#### **8. RELATIONSHIPS WITH SERVICE PROVIDERS**

MHA shall cooperate with organizations and entities that provide shelter or services to victims of domestic violence, dating violence, sexual assault, or stalking. If MHA staff becomes aware that an assisted person is a victim of domestic violence, dating violence, sexual assault, or stalking, MHA will refer the victim to shelter or other service providers as appropriate. This Policy does not create any legal obligation requiring MHA to maintain a relationship with a particular shelter or service provider to victims or to make a referral in any particular case.

#### **9. NOTIFICATION**

MHA shall provide written notification to applicants, participants, tenants, and landlords regarding the rights of victims and responsibilities of MHA under VAWA.

#### **10. VAWA AND OTHER LAWS**

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

#### **11. AMENDMENT**

This Policy may be amended from time to time by the MHA's Board of Commissioners.

## XVI. Resident Grievance and Appeal Policy

### 1. **Definitions applicable to the grievance procedure:** [966.53]

- A. Grievance:** Any dispute which a Tenant may have with respect to MHA action or failure to act in accordance with the individual Tenant's lease or MHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status.
- B. Complainant:** Any Tenant (as defined below) whose grievance is presented to the MHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
- C. Elements of due process:** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
  - (2) Right of the Tenant to be represented by counsel;
  - (3) Opportunity for the Tenant to refute the evidence presented by the MHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
  - (4) A decision on the merits.
- D. Hearing Officer:** A person selected in accordance with 24CFR § 966-55 and this procedure to hear grievances and render a decision with respect thereto.
- E. Hearing Panel:** A three-member panel selected in accordance with 24CFR § 966.55 and this procedure to hear grievances and render a decision with respect thereto.
- F. Resident and/or Tenant:** The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the MHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- G. Resident Organization:** An organization of residents, which also includes a resident management corporation.

### II. **Applicability of this grievance procedure** [966.51]

In accordance with the applicable Federal regulations (24 CFR § 966.50) this grievance procedure shall be applicable to all individual grievance (as defined in Section I above) between Tenant and the MHA with the following two exceptions:

- A. Because HUD has issued a due process determination that the law of the State of that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the MHA, or
  - b. Any drug-related criminal activity. [966.51 (2)(i) and (ii)]
- B. The MHA grievance procedure shall not be applicable to disputes between Tenants not involving the MHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the MHA's Board of Commissioners. [966.51 (b)]

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations. [966.52 (b) and (d)]

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the MHA before any revisions are made to the grievance procedure. [966.52 (c)]

### III. Informal settlement of a grievance [966.54]

Any grievance must be personally presented, either orally or in writing, to the MHA's central office or the management office of the development in which the complainant resides **within ten days after the grievable event.**

Grievances related to complaints about operational matters that are received by the MHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the VCA Administrator.

As soon as the grievance is received, it will be reviewed by the management office of the development or the VCA Administrator (if applicable) to be certain that neither of the exclusions in paragraphs II. A or II. B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the MHA's grievance procedure, with the reason therefore.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten working days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the management office or the VCA Administrator will attempt to settle the grievance to the satisfaction of both parties.

**Within five working days** following the informal discussion, the MHA shall prepare and either give or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file.

#### IV. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides no later than five working days after the summary of the informal hearing is received. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion [966.55 (a)]

The written request shall specify: 1) The reason for the grievance; 2) The action of relief sought from the MHA; and 3) Several dates and times **in the following ten working days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the MHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, MHA and the hearing officer or hearing panel, **but in no case later than ten working days** after the MHA received the complainant's request.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the MHA's decision rendered at the informal hearing becomes final and the MHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with the procedure. [966.55 (c) and (d)]

Failure to request a grievance hearing does not affect the complainant's right to contest the MHA's decision in a court hearing. [966.55]

#### V. Selecting the Hearing Officer or Hearing Panel [966.55 (b) (2) (ii)]

A grievance hearing shall be conducted by an impartial person or persons appointed by the MHA after consultation with resident organizations, as described below:

- A. The MHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include MHA Board members, MHA staff members, residents, professional arbitrators, **University of Memphis Law Students**, or others. The initial slate of nominees should be at least nine persons.

The MHA will check with each nominee to determine whether there is an interest in serving as a potential hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn.

- B. A slate of potential hearing officers or hearing panel members nominated by the MHA shall be submitted to the MHA's resident organizations. Written comments from the organizations shall be considered by the MHA before the nominees are appointed as hearing officers or panel members.
- C. When the Comments from resident organizations have been received and considered, the nominees will be informed that they are the MHA's official grievance hearing committee. The MHA will subsequently contact committee members in random order **or by any other unbiased process** to request their participation as hearing panel members or hearing officers.

#### **VI. Escrow deposit required for a hearing involving rent [966.55 (e)]**

Before a hearing is scheduled in any grievance involving the amount of rent which the MHA claims is due under this lease, the complainant shall pay to the MHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.

This requirement will not be waived by the MHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption. In this case only, rent need not be escrowed.

#### **VII. Scheduling hearings [966.55]**

When a complainant submits a timely request for a grievance hearing, the MHA will immediately contact three members of the hearing committee to schedule the hearing within the following ten working days on one of the dates and times indicated by the complainant. If three committee members can agree on a date and time for the hearing, the complainant will be so notified.

If two of the panel members can meet on a date convenient for the complainant, the MHA will approach another member of the hearing committee to find a third member to complete the panel.

If only one member of the hearing committee can meet on a date named by the complainant, the single committee member shall serve as the hearing officer.

Once the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

### **VIII. Procedures governing the hearing [966.56]**

The hearing shall be held before a hearing panel or hearing officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any MHA documents, including records and regulations, that are directly relevant to the hearing.  
  
The Tenant shall be allowed to copy any such document at the Tenant's expense. If the MHA does not make the document available for examination upon request by the complainant, the MHA may not rely on such document at the grievance hearing.
- B. The rights to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the MHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information, the MHA or project management relies.
- D. A decision based solely and exclusively upon the fact presented at the hearing. [966.56 (b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56 (c)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the MHA must sustain the burden of justifying the MHA action or failure to act against which the complaint is directed. [966.56 (e)]

The hearing shall be conducted informally by the hearing panel or officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [966.56 (f)]

The hearing panel or officer shall require the MHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56 (f)]

The complainant or the MHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56 (g)]

The MHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format. [966.56 (h)]

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V. A., the MHA will remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

#### **XI. Failure to appear at the hearing**

If the complainant or the MHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing **for not to exceed five business days**, or may make a determination that the party has waived his right to a hearing. [966.56 (d)]

Both the complainant and the MHA shall be notified of the determination by the hearing panel or officer; Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the MHA's disposition of the grievance in court. [966.56 (d)]

#### **XII. Decision of the hearing panel or officer [966.57]**

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision **within ten working days** after the hearing. A copy of the decision shall be sent to the complainant and the MHA.

The MHA shall retain a copy of the decision in the Tenant's folder. A copy of the decision with all names and identifying references deleted shall also be maintained on file by the MHA and made available for inspection by a prospective complainant, his representative, or the hearing panel or officer.

The decision of the hearing panel or officer in favor of MHA shall be final and binding on the Complainant. The decision of the hearing panel or officer in favor of the Complainant shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the MHA's Board of Commissioners determines within ten working days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern MHA action or failure to act in accordance with or involving the complainant's lease or MHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the MHA.

A decision by the hearing panel or officer or Board of Commissioners in favor of the MHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. [966.57]



## XVII. Definitions and Procedures to be used in Determining Income and Rent

### A. Annual Income (24 CFR 5.609)

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property; *MHA determines the value of savings and checking accounts by including the average balance in an account over a period of six (6) months immediately prior to the income determination period. These average balances will be verified using third party verification procedures.*

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

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

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

**B. Items not included in Annual Income [24 CFR § 5.609(c)]**

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

[See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
  - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  - (d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the MHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
  - (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident

management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the MHA;

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

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

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

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

- The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
  - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
  - Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e);

- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)];
  - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 States 2503-04];
  - The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
  - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu].
    - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
  - Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:
    - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayors', National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
  - Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
  - Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
  - The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);
  - Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j)).
17. The incremental earnings to an adult resident due to employment in the following circumstances:
- (a) The resident experiences an increase in income due to employment after the resident was unemployed for a year or more;
  - (b) The resident experiences an increase in income due to employment while the resident is engaged in a qualifying training program to achieve economic self-sufficiency.
  - (c) The resident experiences an increase in income due to employment when the resident had, within the previous six months received income, benefits or services from the welfare agency worth at least \$500.

In these circumstances the resident will be eligible for a 12 month exclusion of the incremental increase in

income followed by a 12 month exclusion of one half of the incremental increase in income. If the resident moves in and out of employment, the maximum period during which both the full and half exclusion will apply shall not exceed 48 months.

**C. Anticipating Annual Income [24 CFR § [5.609](#) (d)]**

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

**D. Adjusted Income [24 CFR § [5.611](#)]**

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

**For All Families**

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by MHA when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

3. **Work-related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

**For elderly and disabled families only:**

**4. Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by MHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

**5. Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.

**6. Optional Deductions/Exemptions:** MHA may choose to amend this policy and grant further exemptions or deductions to families with members who are employed. Any such exemption or deduction would require an amendment of this policy and would be noted here.

**E. Rent Computation: Income-based Rent** [\[24 CFR § 5.628\]](#)

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will directly to the utility company by the MHA.

**2. Total Tenant Payment is the highest of:**

- 30% of adjusted monthly income; or
- 10% of monthly income; but never less than the
- Minimum Rent

8. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the MHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

9. The Minimum Rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;

- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or

**F. Flat Rents**

Flat rents, based on actual market value of units, taking into account unit size, location, age, condition and amenities, will be offered to each resident at initial certification and recertification and each family will make a choice between the income-based rent and the flat rent.

**XVIII. Applicability of Admissions and Continued Occupancy Policy**

The ACOP shall apply to all public housing units receiving funds from the Department Housing & Urban Development (HUD) pursuant to an ACC and managed by Memphis Housing Authority (MHA), or an Agent of MHA or “managed by a private management agent under contract with the development’s owner, if the owner is not MHA.”

**XIX. Definitions of Terms Used in This Statement of Policies**

1. Accessible dwelling units -- when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § [8.40](#) [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [24 CFR § [8.3](#)]

3. Accessible Route - For persons with mobility impairment, a continuous unobstructed path that complies with space and reaches requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3]

4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3]

5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]

6. Applicant – means a person or a family that has applied for admission to housing.
7. Area of Operation - The jurisdiction of the MHA as described in applicable State law and the MHA's Articles of Incorporation is the City of Memphis.
8. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)
10. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (24 CFR § 8.3)
10. Care attendant - a person that regularly visits the unit of a MHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by MHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
11. Co-head of household - a household where two persons are held responsible and accountable for the family.
12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. [24 CFR § 5.603]
13. Designated Family - means the category of family for whom MHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families. [\[24 CFR Part 945\]](#))
14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families. [\[24 CFR Part 945\]](#)
15. Disabled Family - A family whose head (including co-head), spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons with disabilities living with one or more live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [\[24 CFR § 5.403\]](#)
16. Displaced Family - means a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief.
17. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [42 USC 1437a(b)(3)]
18. Displacement Preference – An admission preference awarded to applicants who can document displacement from current housing because:



- Their current dwelling is destroyed or extensively damaged by a natural disaster declared by the President;
- Their current dwelling cannot continue to be occupied because of Governmental Action;
- The family is subject to domestic violence in their current housing.

19. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets (24 CFR § 5.603) in this section.)

20. 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. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides. [24 CFR § 5.403]

21. Elderly Person - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]

22. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

22. Family – Includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status. [24 CFR § 5.403]

The term family also includes: Elderly family (Definition #20), Near elderly family (Definition #36) disabled family (Definition #15), displaced family (Definition#15) Displaced person (Definition #17), single person (Definition #44), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #28). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. (24 CFR §§ [5.403](#) and [5.603](#))

A group of person reside together and such group includes, but 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).

Live-in Aides (Definition #29) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

24. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR 5.603].

25. Gender Identity- means actual or perceived gender-related characteristics.

26. Head of the Household - Head of the household means the family member 18 years or older (identified by the family) who is held responsible and accountable for the family.

27. Individual with Handicaps- Section 504 definition [24 CFR § 8.3] -

Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with handicaps means any person who has:

- (a) A physical or mental impairment that:
- substantially limits one or more major life activities;
  - has a record of such an impairment;
  - or is regarded as having such an impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

(c) Definitional elements:

"Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

"Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if MHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of MHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

28. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

29. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by MHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services (24 CFR 5.403).

MHA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-in Aide is a single person.
- (f) A Live-in Aide will be required to meet MHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health,

safety, or welfare of other residents or staff or cause damage to the unit or the development; and a record of eviction from housing or termination from residential programs. MHA may disapprove a particular person as a live-in aide if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

30. Low-Income Family - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families (42 USC 1437a(b)).

32. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. (24 CFR § 5.603).

33. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

34. Mixed Population Project - means a public housing project for elderly and disabled families. The MHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

35. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. (24 CFR § 8.3)

36. Near-elderly family - means a family whose head (including co-head), spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. (24 CFR § 5.403)

37. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability (42 USC 1437a(b)(3))

38. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR § 5.603]

- (a) Real property (land, houses, mobile homes)
- (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

39. Newly acquired developments – Any development acquired by the Authority after January 1, 2004.

40. Person with disabilities<sup>21</sup> (42 USC 1437a(b)(3)) means a person<sup>22</sup> who —

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
- (b) Has a physical, emotional or mental impairment that:
  - Is expected to be of long continued and indefinite duration;
  - Substantially impedes his/her ability to live independently; and,
  - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC [15002](#)].

41. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. (24 CFR § 945.105)

42. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]

43. Qualified Individual with handicaps, Section 504 - means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the MHA can demonstrate would result in a fundamental alteration in its nature.

- (a) Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the MHA.
- (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his

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<sup>21</sup> NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

<sup>22</sup> A person with disabilities may be a child.

or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the MHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. [24 CFR § 8.3]

44. Single Person - A person who may be an elderly person, near-elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family, or any other person.

45. Spouse - Either member of a married pair in relation to the other; one’s husband or wife of the head of the household.

46. Self-Reliance Agreement (SRA) - It is a written agreement between property management and the public housing resident identifying the self-reliance criteria a public housing resident must meet in order to occupy and continue to live in a public housing unit.

47. Tenant Rent - The amount payable monthly by the Family as rent to MHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the MHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance (24 CFR § 5.603 and 966.4(b)).

48. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays and of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. See the definition for Tenant Rent.

49. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. See 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).

50. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.

51. Upward Mobility Preference: An admissions preference granted when:

(a) A family can verify employment of an adult member:

(i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of MHA’s offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.

(ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.

(iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a

new job) will be considered to have misrepresented the facts to MHA and will have their assistance terminated.

(iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work.

(b) A family can verify participation in a job training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify MHA if it enters such a program while on the waiting list and provide documentation of participation to MHA. MHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

52. Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment. Since families choosing Flat Rents do not receive utility allowances, they also do not receive utility reimbursements.

53. Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development [42 USC 1437a(b)].

## XX. Pet Policy

### PET OWNERSHIP AND ASSISTANCE ANIMAL POLICIES

THE PET OWNERSHIP AND ASSISTANCE ANIMAL POLICIES FOR THIS COMMUNITY ARE AS FOLLOWS:

#### PET OWNERSHIP POLICY

- A. **PET OWNERSHIP IS PERMITTED** to residents of public housing subject to compliance under this Policy. A pet may be disallowed to a pet owner for failure to comply with the Pet Policy.
- B. **A RESIDENT OR PROSPECTIVE RESIDENT MUST OBTAIN WRITTEN PERMISSION** from the site manager, AMP administrator or designee before keeping any pet on or about the premises. The prospective pet owner may only obtain written permission for a pet by meeting all the applicable Lease Agreement and Pet Policy requirements and by participating in the mandatory pet registration. The pet owner must register their pet according to all requirements of the Policy before bringing the pet onto the premises. Pet owners must comply with all terms of the Lease Agreement and the Policy.
- C. **THE ONLY ANIMALS ALLOWED AS PETS** are common household pets. The definition of a common household pet is "A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, which is traditionally kept in the home for pleasure rather than for commercial purposes." This definition does not include any reptiles other than turtles.

The list of animals not allowed as pets also includes (but is not limited to) 1) raccoons, snakes, monkeys and pigeons, chickens, pot-bellied pigs, rabbits, insects, rodents, arachnids or ferrets or other animals whose natural protective mechanisms pose a risk to small children 2) Any animals that are determined to constitute a nuisance or a threat to the health or safety of other residents, visitors, employees and/or any other persons on or about the premises are prohibited 3) any animals deemed vicious under state or local law.

- D. **PET REGISTRATION** pets must be registered with the Landlord before they are brought onto the premises. Registration includes photographs and documentation signed by a licensed veterinarian or state/local Landlord that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date. Pets will not be approved to reside in a unit until completion of the registration requirements The Landlord will not register an animal that is not 1) a common household pet. 2) If resident has previously been charged with animal cruelty under state and local laws or has been relinquished or prohibited from future pet ownership by a court order 3) Landlord reasonably determines that resident is unable to keep the pet in compliance with the pet rules and other lease obligations 4) Pets temperament and behavior may also be considered as a factor and 5) If Residents fails to fully complete the pet registration process listed below.

If the Landlord refuses to register a pet, a written notification will be sent to the Resident within 10 business days of Landlord's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with Landlords grievance procedures.



- E. **PET FEES** all owners of a dog or cat shall pay an additional \$300 pet deposit to cover possible damages that the pet might cause in the development. The deposit for the birdcage or fish tank is \$50 (limited to two (2) twenty gallon tanks per household). If requested, the Landlord may offer the Resident a payment plan for the pet deposit of \$50 up front and \$50 payable the following months not to exceed six months and two months for birds and fish. The resident shall receive a refund of the unused portion of the pet deposit when the resident no longer owns a pet, or when they vacate the unit less the damages caused by the pet during occupancy. Charges for pet-related damages are not part of rent payable by the resident.
- a. Please note that if the resident removes permanently the registered pet from the unit or the pet dies, the agency will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the removal of the pet and unit has been assessed by management for pet damage. Also, any subsequent pet must meet the conditions of this policy. Therefore, a new pet permit application must be filed with the Landlord prior to the pet's residency within your unit. In this case only, the security deposit will be waived.
- c. Upon vacating the premises, the Landlord will refund the pet security deposit to residents, less the cost of any damages caused by the pet to the dwelling unit within 30 days of move-out inspection. The resident will be billed for any amount that exceed the pet deposit. If the Landlord does not intend to impose a claim on the pet security deposit, the Landlord shall have thirty (30) days to return the pet security deposit so long as the Resident furnishes Landlord with a forwarding address. If any deductions are made, Landlord will furnish the Resident with a written statement of any such costs for damages and/or other charges deducted from the pet security deposit sent by certified mail to the Resident's last known mailing address within thirty (30) days after the Resident has moved out. Failure by the Resident to give the required 30 days' notice of intent to vacate will relieve the Landlord of the 30 days' notice requirement but shall not waive any right the Resident may have to the pet deposit or any part of it. Pet deposits will be maintained by the Landlord in a separate account at Tri-State Bank of Memphis.
- d. Landlord may require payment of a non-refundable nominal pet fee to cover reasonable operating cost related to pets. The Landlord does not require this type of payment.
- F. **REVOKE PET OWNERSHIP** pet ownership may be revoked at any time subject to the Landlord's grievance procedure, if the animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
1. The number of four legged, warm-blooded pets is limited to one such pet in each dwelling unit.
  2. The weight of any pet is not to exceed 25 pounds at the age of maturity.
  3. The designated area for walking pets and waste elimination will be determined at each site individually.
  4. Every resident owning a pet must abide by local ordinances pertaining to inoculations, licenses, and leash laws. Proof of such compliance must be shown when the pet is first registered and at annual re-examinations.
  5. All cats and dogs must be spayed or neutered. Certification of the applicable operation must be submitted during initial registration or within 30 days of the pet reaching 6 months of age.

Exceptions may be made upon a veterinary certification that subjecting this particular pet to the procedure that would be temporarily or permanently medically unsafe or unnecessary.

6. Animals that are exotic, unusual or different from normal household pets, such as monkeys, raccoons, snakes, pigeons, etc., or which are determined to constitute a nuisance to the health or safety of other residents and/or Department employees, are prohibited.
7. No pet may be kept in violation of state humane or health laws, or local ordinances. (Pit bulls, Doberman pinschers, Rottweilers, chow or boxer breeds, including any mixed breeds thereof are not permitted as pets unless in compliance with local and state laws ordinance).
8. Dogs and cats shall remain inside the resident's unit unless they are on a leash and directly controlled by the owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
9. Residents are responsible for cleaning up after their pets. All animals must be fed on the resident's property or in the apartment. Pet waste must be discarded immediately
10. Residents shall take adequate precautions to eliminate any pet odors within or around their unit and maintain the unit in a sanitary condition at all times. Residents are to provide for proper pet maintenance and disposal of waste.
11. Resident must promptly dispose of waste from litter boxes and maintain litter boxes in a sanitary manner. Litter shall not be disposed of by being flushed through the toilet.
12. The resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or any other such activities.
13. Dogs and cats shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
14. If pets are left unattended for 24 hours or more, the Landlord may enter to remove the pet and transfer it to the proper authorities. The Landlord accepts no responsibility for the pet under such circumstances. Residents are to identify an alternative custodian for their pet in the event of illness or other absence from the unit. Landlord may contact the appropriate state or local agency and request removal of the pet.
15. Residents are responsible for all damages, including costs of fumigation, caused by their pets. Owners are also responsible for any personal injuries attributable to the pet. Owners of dogs and cats will be assessed a maintenance charge for each occasion that the maintenance staff needs to clean up after the pet.
16. The resident must be present during a scheduled dwelling unit inspection of a unit occupied by any and all pets, unless the pets consist only of fish or other self-contained animals. Otherwise, if the resident cannot be present the pet must be placed in a kennel or cage. If the resident fails to restrain the pet as required and the pet gets loose, MHA staff will not be held responsible.
17. Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.
18. Residents must maintain pets responsibly, in accordance with Landlord's policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.
19. Pets are not permitted in common areas except for those common areas which are entrances to and exits from the building.
20. Landlord may designate buildings, floors of buildings or sections of buildings as no-pet areas where pets generally may not be permitted. Landlord may not designate entire development as a no-pet area.

21. Resident shall not alter their unit, patio, premises or common area to create an enclosure for any animal. Installation of pet doors is prohibited.
22. Resident is responsible for adequate care, nutrition, exercise and medical attention for their pet.
23. Resident shall not tether or chain a pet inside or outside the dwelling unit at any time.
24. If caring for another resident's pet, the Resident's must notify the Landlord and sign a statement that they agree to abide by all of the pet rules.
25. Residents are prohibited from feeding or harboring stray animals. This does not apply to visiting pet programs sponsored by a Human Society or other non-profit organizations approved by the Landlord. This will be evaluated on a case by case basis.
26. Landlord has the right to inspect a Resident's unit without prior notice if Landlord has reason to suspect the pet is not being cared for or if the Resident is unable to properly care for the pet.
27. All complaints of cruelty and all pet bites will be referred to animal control or an applicable agency for investigation and enforcement.
28. Resident that have been approved for pet ownership must sign the Pet Agreement with the Landlord [Attachment A]. Which certifies that Resident understands and agrees to abide by the Landlord
29. Pet Policy incorporated within the Landlord's Lease Agreement.
30. If Resident's pet give birth to a litter, the resident shall within 6 weeks from birth remove all animals. Resident is only allowed to retain one common household bet in their unit.

F. **NOTICE OF VIOLATION(S)** all residents who own pets will abide by the above stipulated guidelines and will sign a copy of the provision governing ownership and care of pets.

Residents who violate these rules are subject to:

- a. The Landlord issuing the Resident a written notice stating the violations and the resident will have 10 days from the effective date of the service of the notice to correct the violation(s). Landlord may not ask the Resident to have any pet's vocal cords removed.
- b. If the Resident refuses or fails to correct the violation(s) in 10 days the Landlord will then serve the Resident with a written notice to remove the pet.
- c. If the Resident refuses or fails to remove the pet within 30-days of the written notice the Landlord will then issue a lease termination. The resident will have a right to request a grievance under the Landlord's grievance and appeal policy.
- d. In the event of **EMERGENCY REMOVAL** the Landlord will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by the resident or referring the situation to the appropriate state or local entity authorized to remove such animal. If the pet is removed as a result of aggressive act on the part of the pet, the pet will not be allowed back on the premises. All cost will be the responsibility of the Resident (shelter facility fee, removal fee, quarantine, medical treatment, and/or euthanasia fees).

## ASSISTANCE ANIMAL POLICY

- A. **ASSISTANCE ANIMALS ARE NOT CONSIDERED PETS.** They are to be used to give assistance to persons with disabilities (a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded as having such impairment) and are necessary as a reasonable accommodation. Assistance animals are also referred to as service animals, support animals or therapeutic animals. An assistance animal may be disallowed to an owner for failure to comply with the assistance animal policy.
- B. **A RESIDENT, OR PROSPECTIVE RESIDENT, MUST OBTAIN WRITTEN PERMISSION** from the site manager, AMP administrator or designee before keeping any assistance animal on or about the premises. Written permission shall not be unreasonably denied. The assistance animal owner must register their assistance animal according to all requirements of the Policy before bringing the assistance animal onto the project premises. Assistance animal owners must comply with all terms of the Lease Agreement and the Policy.
- C. Owners of assistance animals are not required to pay a pet deposit described herein. Notwithstanding this exception from having to pay a deposit does not exclude the assistance animal owner from liability for any damages caused to the premises by such assistance animal.
- D. Any assistance animals that are determined to constitute a nuisance or a threat to the health or safety of other persons on or about the premises are prohibited.
- E. The Landlord will only allow a resident's or prospective resident's assistance animal to reside in the resident's unit if:
  - 1. the requested animal actually assists the person with a disability;
- F. Assistance animal ownership may be revoked at any time subject to the Landlord grievance procedure, if the assistance animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
  - 1. The assistance animal owner must use the designated area for walking assistance animals and waste elimination that is determined at each site individually.
  - 2. Every resident owning an assistance animal must abide by state and local Animal Control ordinances pertaining to inoculations, licenses and leash laws. Proof of such compliance must be shown when the animal is first registered and at annual re-examinations.
  - 3. No assistance animal may be kept in violation of state humane or health laws, or local ordinances.
  - 4. Dogs and cats that are assistance animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
  - 5. Residents are responsible for cleaning up after their assistance animals. All assistance animals must be fed on the resident's property or in the apartment.

6. Owners of assistance animals must care for their animals in such a way as to ensure that their premises are maintained in a clean and sanitary condition.
  7. Owners of assistance animals must control their animals in such a way as to ensure that their animals do not interfere with their neighbors' rights to enjoy their premises in a safe and peaceful manner. The assistance animals must not be a nuisance or threat to the safety of other residents, visitors, Landlord employees and/or any other persons on or about the premises are prohibited.
  8. Assistance animals shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
  9. If an assistance animal is left unattended for 24 hours or more, the Landlord may enter to remove the animal and transfer it to the proper authorities. The Landlord accepts no responsibility for the animal under such circumstances. Residents are to identify an alternative custodian for their assistance animals in the event of illness or other absence from the unit.
- G. The Landlord will consider a waiver to any of the provisions of the Assistance Animals section of this Policy regarding assistance animals on a case-by-case basis, should any of the provisions of the Policy conflict with a resident's bona fide right to an assistance animal where such animal is necessary to a resident as a reasonable accommodation.
- H. All residents who own assistance animals will abide by the above-mentioned guidelines and will sign a copy of the provision governing ownership and care of the assistance animal. Residents who violate these rules are subject to:
- a. The Landlord issuing the Resident a written notice stating the violations and the resident will have 10 days from the effective date of the service of the notice to correct the violation(s). Landlord may not ask the Resident to have any pet's vocal cords removed.
  - b. If the Resident refuses or fails to correct the violation(s) in 10 days the Landlord will then serve the Resident with a written notice to remove the pet.
  - c. If the Resident refuses or fails to remove the pet within 30-days of the written notice the Landlord will then issue a lease termination. The resident will have a right to request a grievance under the Landlord's grievance and appeal policy.
  - d. In the event of **EMERGENCY REMOVAL** the Landlord will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by the resident or referring the situation to the appropriate state or local entity authorized to remove such animal. If the pet is removed as a result of aggressive act on the part of the pet, the pet will not be allowed back on the premises. All cost will be the responsibility of the Resident (shelter facility fee, removal fee, quarantine, medical treatment, and/or euthanasia fees).

PET POLICY SIGNATURE PAGE

I, \_\_\_\_\_ residing at \_\_\_\_\_  
(tenant)

Hereby acknowledge that I have received a copy of the MHA's Pet Policy and understand my obligations as a pet owner. The policy was explained to me and I was given the opportunity to ask questions about the pet policy.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

I, \_\_\_\_\_ hereby acknowledge that I gave the above tenant a copy of MHA's Pet Policy and have reviewed the policy with the tenant. The tenant was given the opportunity to ask questions regarding the pet policy.

\_\_\_\_\_  
MHA Site Manager Signature

\_\_\_\_\_  
Date

**ATTACHMENT A  
MHA PET AGREEMENT PET PERMIT**

**1. Parties and Dwelling Unit:**

The parties referenced in this Agreement are the **Memphis Housing Landlord (the Landlord or "MHA")** and \_\_\_\_\_ (referred to as the **"Resident" or the "Tenant"**).

The Landlord leases to the Resident unit number \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, Tennessee.

**2. Length of Time (Terms):**

The term of this Agreement shall begin on \_\_\_\_\_ and end pursuant to the Pet Policy.

**3. Pet Security Deposit:**

The Resident has deposited \$\_\_\_\_\_ with the Landlord. The Landlord will hold the pet security for the period Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the pet security deposit, and make such a refund within thirty (30) days. The pet security deposit will be held at Tri State Bank in Memphis, TN.

4. The Resident agrees to file a copy of any Municipal Registration or license with the Landlord annually and to keep same current.

5. The Resident may own a maximum of one (1) pet. In the case of fish, resident may keep no more than safely maintained in a tank holding up to 20 gallons of water.

6. The Resident agrees to keep the pet inoculated for rabies and distemper, and to file proof annually, that such inoculations or vaccinations are current.

7. The Resident agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for injury to any party, caused by the pet.

8. The Resident hereby certifies and agrees to the general terms and conditions of the management of this pet by the Resident and understand and acknowledge that the pet can be revoked for failure to follow and abide by the Pet Policy.

9. The Resident has read and understands the Pet Policy and agrees that the Pet Policy will amend the lease accordingly.

10. The Resident agrees and understands that the Pet Policy is part of the Lease and this Agreement.

11. The Resident shall not alter their unit, patio, premises or common areas to create enclosure for any animal.
12. The Resident agrees to abide by the standards for pets and restrictions as listed in the Pet Policy.
13. The Resident agrees to control the noise of pets so that such noise doesn't constitute a nuisance to other residents peacefully enjoyment living.
14. The Resident agrees to file a Pet Emergency Care Plan with the Landlord and agrees to hold the Landlord and employees harmless of any liability in connection with the Pet Emergency Care Plan.
15. The Resident agrees to pay for any and all costs for the care of the pet care facility, if it becomes necessary, in the event of an emergency.
16. The Resident agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
17. The Resident agrees that if the resident and MHA are unable to resolve pet related issues and/or violations, then MHA has the right to serve notice upon the resident to remove the pet.
18. The Resident agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minutes notice.
19. The Resident agrees to dispose of pet waste and kitty litter by placing said bags in the trash chutes, daily, which are located on the first floor of the High-rises buildings and in the garbage dumpsters provided by the Landlord in the low rise development.
20. Failure to Comply with Pet Policy. The Tenant agrees to comply with the rules of the Landlord's Pet Policy. Any violation of the rules of the Landlord Pet Policy may be grounds for removal of the pet or termination of the pet owner's tenancy, or both, in accordance with the provisions of 24 CFR part 942, governing pet ownership in public housing, 24 CFR part 966, governing lease and grievance procedures, Tennessee State Law and local law.

I understand by signing the Pet Agreement/Pet Permit that I am permitted to have one pet on the premises and must abide by the Pet Policy, Pet Agreement and MHA Lease Agreement.

\_\_\_\_\_  
Resident (Head of Household)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Resident (age 18 years older or older)

\_\_\_\_\_  
Date

Description of Pet: \_\_\_\_\_

Pet Permit No. \_\_\_\_\_ MHA Site Manager \_\_\_\_\_



**ATTACHMENT B**  
**PET EMERGENCY CARE PLAN**

This form must be returned to the Memphis Housing Landlord within ten (10) business days from the date of the issuance of the pet permit.

1. Both parties have read, agreed to and signed the attached pet guidelines in effect for complex.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said guidelines.
3. In accordance with the Pet Guidelines, the resident will provide the name, address and telephone number, in the spaces provided below, of all pet caretakers who, by signing this form, will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. The resident will also provide the name, address and telephone number of the veterinarian responsible for the pet's health care.

Resident Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_

Phone # (day): \_\_\_\_\_ # (evening) \_\_\_\_\_

Pet Name: \_\_\_\_\_ Breed/type: \_\_\_\_\_

Pet Permit Number: \_\_\_\_\_

List two alternate caretakers who will assume immediate responsibility for the care of the pet should the owner become handicapped, disabled or otherwise unable to care for the pet. These caretakers must sign this pet emergency care plan.

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Daytime Telephone #: \_\_\_\_\_  
Evening Telephone #: \_\_\_\_\_
  
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Daytime Telephone #: \_\_\_\_\_  
Evening Telephone #: \_\_\_\_\_

\_\_\_\_\_  
Resident (print)

\_\_\_\_\_  
Resident (signature)

\_\_\_\_\_  
Caretaker 1 (print)

\_\_\_\_\_  
Caretaker 1 (signature)

\_\_\_\_\_  
Caretaker 2 (print)

\_\_\_\_\_  
Caretaker 2 (signature)

## XXI. Fire Arms, Weapons, Dangerous Objects and/ or Materials Policies

Residents, members of resident's household and guest are prohibited from displaying, using or possessing any illegal fire arm (operable or inoperable) or other illegal weapons as defined by laws and courts of the State of Tennessee anywhere on the MHA developments. This includes, but is not limited to:

1. Shotguns, pistols, rifles, machine guns etc.
2. Ammunition of any type.
3. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type.
4. Archery equipment (bows, arrows, targets, etc.).
5. Knuckles
6. Firearm silencers
7. Any and all types of sling shots or any device that could shoot a deadly projectile.
8. All sharp edged or pointed objects (i.e. knife, sword, etc.) used with the intent to threaten, intimidate, or harm another. Any and all types of explosives, fireworks, explosive chemical(s).
9. Any and all types of explosives, fireworks, explosive chemical(s).
10. Any other type of instrument, object and/or material that may be deemed a weapon when used with the intent to threaten, intimidate or harm another.

B. Residents, member of resident's household and their invited guest shall **NOT**:

1. Discharge or use any firearm or other weapon on MHA property except when done in self-defense as defined by state, local and federal law.
2. Display or carry a firearm or weapon in any common area, except where the firearm or Weapon is being transported to or from the resident's unit or vehicle
3. Allow, give or transfer to a Juvenile (any person less than eighteen years of age) a firearm, B.B. gun, air gun or spear gun while on MHA property.
4. Enter MHA's site management office or Central Office possessing any firearms or illegal weapons as defined by Tennessee State Law.
5. Possess a handgun while under the influence of alcohol or any controlled substance while on MHA property.

C. Residents, member of resident's household and their invited guest **SHALL**:

1. Exercise reasonable care in the storage of loaded or unloaded firearms and ammunition, or other weapons.
2. When there is reasonable cause to believe this policy has been violated have available for inspection a copy of any permit, license, or other documentation required by state, local or federal law for ownership, possession, or transportation of firearms or other weapons, including a license to carry a concealed weapon.

## XXII. Alterations Policy

Alterations that permanently affect the existing structural layout of the unit including but not limited to the removal or construction of the interior/exterior walls, windows, doors, porches or patios are strictly prohibited. The resident may make no other alteration or repairs to the unit unless the resident complies with the following requirements:

1. Obtains prior written approval from the manager for all alterations.
2. Ensures that all work performed conforms to Department specifications and where necessary, performed by a licensed contractor.
3. Agrees that all alterations, once installed, become the permanent property of the Department.
4. Accepts responsibility for maintaining alterations in accordance with Department standards.
5. Accepts responsibility for any damage to Department property as a result of an alteration.

If an alteration has been made without prior written approval from the manager, or if the alteration does not conform to the standards of the Department, the manager will pursue Lease Enforcement procedures.

### A. PROHIBITED ALTERATIONS

1. Fences
2. Paneling/wallpaper/adhesive mirrors/wall tiles
3. Patios or exterior screening
4. Interior/exterior construction or renovations
5. Floor tiling (i.e. linoleum, vinyl or ceramic)
6. Permanently attached wall-to-wall carpeting
7. Stoves
8. Locks
9. Antennas
10. Pools

### B. AUTHORIZED ALTERATIONS

The following alterations are permitted **only** with written approval from the site manager or designee.

1. Gardens: Gardens must not detract from the appearance of the property and there may be charges to restore the premises to its original condition.
2. Ceiling Fans: If installed according to specifications provided by the Department and provided there is an existing fixture to accommodate a ceiling fan.
3. Cable TV: Installed by a licensed cable company.
4. Window Shades: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
5. Venetian Blinds, Mini-Blinds and Vertical Blinds: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
6. Carpeting: Must not be permanently attached. Carpeting should be taped down. Doors cannot be shortened to accommodate carpeting. All carpeting must be removed, and the floor cleaned prior to move-out.
7. Wall Pictures and Decorations: Residents may hang wall pictures and decorations provided no heavy anchoring nails or screws are used. Adhesive

wall mirrors or tiles are prohibited. Decals pasted on the walls, doors, windows or refrigerators are also prohibited.

8. Air Conditioners. Window Units: Only if the development does not have central air-conditioning or pop-out holes and if the installation conforms to department specifications for that development. Personal air conditioning units shall not be installed in the unit's egress window (A window that is required in specific locations in dwelling unit and is intended as an emergency exit of a dwelling unit).
9. Paint: The resident may paint the unit a neutral color such color must be approved by the Site Manager.

### XXIII. Small-Scale, In-Home Businesses Policy

In order to allow home-based businesses yet preserve the livability and peaceful atmosphere of its communities, the Landlord shall require any family member who is listed on the lease and desires to initiate a small-scale in-home business to seek written permission from the Landlord. The Landlord will not allow business activity to occur in the dwelling unit until ALL the following conditions are met:

1. Written approval has been received from the MHA;
  2. The resident has fulfilled all appropriate Federal, State and local requirements to operate the business, including but not limited to obtaining the appropriate licenses, permits etc.;
- A. In deciding whether to approve a resident's request to operate a small-scale in-home business, the site manager will consider the following factors, especially in regard to whether the business is incidental to the primary use of the unit as a residence:
1. The amount of traffic (pedestrian and vehicular) the business will generate;
  2. Whether the traffic will create problems with neighbors and the extent of the problems;
  3. The potential strain of such traffic on the building, grounds, roads or parking area, and environment (e.g. garbage generated, dumping of waste materials);
  4. The extent of any noise the business will generate;
  5. The degree to which the traffic and noise will disturb the normal atmosphere of the neighborhood;
  6. The location of the dwelling where the business will be conducted;
  7. The number of dwellings affected by possible adverse effects;
  8. The type and size of any equipment necessary for the business;
  9. The usage of utilities and who pays for any increased usage;
  10. Potential liabilities requiring insurance coverage; and
  11. The resident has no current or unresolved lease violation notices.
- B. The types of businesses which are generally acceptable as home-based businesses include, but are not limited to:
- Family day care homes (must abide by state and local requirements)
  - Sewing and clothes alterations
  - Arts and crafts
  - Book-keeping and accounting
  - Word-processing and secretarial work
  - Cosmetics/hairdressing
  - Writing
  - Telephone sales/telemarketing
  - Tax preparation
  - House cleaning services
  - Specialty cooking and catering
- C. Small appliance repairs

D. Net income (i.e. income less any expenses incurred by the business) received from the operation of a resident-owned business are considered earnings and will be included or excluded in the calculation of annual income during annual reexamination according to federal regulations.

## XXIV. Solicitations/Distribution of Materials

1. Distribution of any type of written materials (including but not limited to leaflets, fliers, gifts, surveys, brochures, posters, coupons, etc.) is prohibited. The gathering of signatures for petitions and picketing is prohibited.
2. Door-to-door solicitation for the sale of goods and services is prohibited. Violators of this policy will be required to leave the premises and be subject to trespassing charges.
3. Political Activities:
  - a) Door-to-Door canvassing, campaigning, or distribution of campaigning materials for an elected official or candidate is permissible in a development that is not secured.
  - b) Elected officials, political organizations, and declared candidates and their representatives must request authorization in writing from the site manager to hold an event in a community space. Community space is a room designated for community usage, which may not be available in every community development.
  - c) The request for authorization to hold the activity must include date, time, approximate duration, and names of participants. The MHA reserves the right to request additional information.
  - d) In lieu of approving a campaigning event for individual candidates, the MHA may designate a time and date where political candidates can address the residents of a development or group several requests into one event. If the activity is held during non-business hours, the requestor(s) must agree to bear the cost of any expense incurred by the MHA.

Door-to-door distribution of written materials by religious organizations that do not request donations is permissible in a development that is not secured.

## XXV. Unreported Income, Fraud and Repayment Agreements

The Memphis Housing Authority has zero tolerance for residents or applicants who do not provide truthful, complete information (false representation or concealment of information) relating to all income, family composition, and all family background information to qualify for initial eligibility and continued participation in the Public Housing Program of the Memphis Housing Authority. Any act of misrepresentation and/or concealment of information will be considered an act of fraud against the Authority and will be dealt with in accordance with the policy outlined below.

For effective upfront income verification, the Authority will use HUD's Enterprise Income Verification (EIV) system and other income verification systems to determine potential and current resident's income amount and sources. Third-Party Verification will be used to verify and document all income discrepancies.

Third-Party verified fraud cases of \$2,500 or less will be processed by the Memphis Housing Authority and, where appropriate, subject to prosecution under State and Federal laws. All Third-Party verified cases of fraud above \$2,500 or less than the Office of the Inspector General (OIG) limit will be referred to the Memphis Police Department for investigation and processing. All Third-Party verified cases of fraud at the Office of the Inspector General (OIG) limit and above will be submitted to the Department of Housing and Urban Development's Office of the Inspector General (OIG) for review and disposition which may include criminal prosecution. If the Office of the Inspector General (OIG) elects not to pursue the cases due to monetary constraints, MHA will process the cases as described above.

### Public Housing Admissions and Continued Occupancy Policies (ACOP)

Applicants and Residents are required to provide truthful, complete information (false representation or concealment of information) relating to all income, family composition, and all family background information to qualify for initial eligibility and continued residency in an assisted unit.

The Authority has zero tolerance for residents or applicants who do not provide truthful, complete information relating to all income, family composition, and all family background information to qualify for initial eligibility and continued participation in the Public Housing Programs of Memphis Housing Authority

Applicants and Residents who engage in acts of fraud and/or intentional misrepresentation are subject to loss of Public Housing Program benefits and, where appropriate, prosecution under State and Federal laws.



**An Applicant or Resident** who has made any intentional misrepresentation or engaged in acts of fraud at the time of admission, during any subsequent recertification, or at any other time shall be denied admission or be subject to termination, as applicable. Memphis Housing Authority will require repayment of any overpayment of assistance to a resident according to such terms as MHA shall deem appropriate under the circumstances.

### **PROCEDURES:**

Public Housing Residents (“Residents”) and applicants (“Applicants”) are required to provide Memphis Housing Authority (MHA) truthful information (false representation or concealment of information) relating to all income, family composition, and other relevant information to qualify for and to remain eligible to receive housing subsidy assistance. MHA will require repayment of any overpayment of assistance, according to such terms as MHA shall determine to be appropriate under the circumstances. Applicants and Residents who engage in acts of fraud and misrepresentation (including, without limitation, giving false information and failing to disclose requested information) will be referred for criminal prosecution by MHA and such acts may be the basis for termination of housing subsidy benefits. Residents taking such actions must make full restitution of overpaid assistance or underpaid rent, as applicable, to MHA. Under appropriate circumstances, as solely determined by MHA or its management agent, if a Resident is unable to make full restitution to MHA, the Resident may be afforded the opportunity to enter into a repayment agreement with MHA.

Should a Resident be permitted to enter into a repayment agreement with MHA and fail to abide by the terms of any executed repayment agreement, such failure will be the basis for termination of housing subsidy benefits. In addition, MHA will refer the unpaid balance of a repayment agreement for collection or criminal prosecution as appropriate.

#### **1. Notice of Debts Owed**

If a family owes money to MHA, a written notification to the family will be made stating the amount of money owed, how such amount was determined, and the consequences of having an unpaid debt to MHA.

#### **2. Unpaid Rent or Other Charges from public housing assisted apartments**

MHA will require former public housing assisted residents to pay in full all monies owed, prior to receiving assistance under any MHA assisted housing program. MHA will use MHA accounting records, commercial credit reports and/or the Program Terminations Database to determine monies owed.

#### **3. Failure to Accurately Report Household Income/Composition**

MHA will determine whether or not a family took overt actions to provide inaccurate, incomplete, or misleading information or violated a Family Obligation as defined by the provisions contained in the Admissions and Continued Occupancy Policies (ACOP) prior to offering a Repayment Agreement for false or unreported information. This decision will be based on a review of the file information, Enterprise Income

Verification (EIV) system, Third-Party Verification documentation, and any additional documentation provided by the family.

If MHA determines, in its sole discretion, that the family committed such overt acts or committed willful and intentional fraud, MHA will terminate housing subsidy assistance and require the family to repay the entire amount in full.

Further, the MHA staff or MHA's agent may refer the amount for collection or prosecution as deemed appropriate.

#### **4. Inadvertent Errors / Omissions Without the Intent to Defraud**

If the family can demonstrate (with the full burden of proof on the family) to MHA's reasonable satisfaction, that the Family's misrepresentation, error or omission was inadvertent or unintentional, MHA may enter into a Repayment Agreement with the family, so long as such overpaid assistance does not exceed \$2,500, provided the family is willing to accept MHA's repayment terms and is in otherwise good standing with MHA. Criteria for MHA's reasonable satisfaction may include medical doctor certified disability and/or reasonable accommodation for such disability.

MHA will set up monthly payments on the Repayment Agreement which shall generally include the following terms:

| <u>Amount Owed</u> | <u>Initial Payment</u>                           | <u>Monthly Payment</u>       |
|--------------------|--|------------------------------|
| \$2500 or less     | 10% of amount owed<br>Or a minimum of<br>\$50.00 | 12 equal monthly<br>payments |

If the family fails to make the required initial or monthly payments in accordance with the Repayment Agreement, MHA will terminate housing subsidy assistance and refer amounts owed for collection to an agency or legal counsel. In addition, MHA may initiate legal action, including, but not limited to, a civil proceeding and garnishment in order to collect outstanding debts and referral to the appropriate entities for criminal prosecution.

#### **5. Failure to Enter into Repayment Agreement**

If a family refuses to enter into a Repayment Agreement that is offered by MHA for failure to report complete, accurate information, MHA will terminate the family's assistance for fraud and refer amounts owed for collection to collection agencies or legal counsel.

In addition, MHA will initiate legal action, including, but not limited to a civil proceeding and garnishment in order to collect outstanding debts. MHA will also consider referring the case for prosecution for any amount, as determined appropriate based upon the MHA file review.

## **6. Program Terminations Database**

MHA will enter the family's name and basis for termination of housing subsidy benefits into the MHA Program Terminations Database and/or commercial credit reporting agencies; and the family may not be eligible for a period of not less than three (3) years, provided full restitution has been made.

MHA shall give Residents reasonable notice of what actions they must take, and of the date by which any such action must be taken for compliance.

### **Grievance Procedures:**

1. From the initial determination of the debt, the family has the right under the appropriate Lease and ACOP to request a grievance hearing to dispute the finding.
2. From the initial determination of the debt, if the family admits to the offense, agrees to the amount owed, and signs the Repayment Agreement, a Grievance hearing request will not be accepted.