

HOUSING AUTHORITY OF COVINGTON

ADMISSIONS AND CONTINUED OCCUPANCY PLAN

July 1, 2024

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Housing Authority of Covington's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail. If the Housing Authority of Covington has public housing units managed by a private contractor, the private company may use its own Admissions and Continued Occupancy Policy and lease that are compliant with Federal, State and Local law and pre-approved in writing by the Housing Authority of Covington.

GENERAL NOTICE – HOTMA - January 1, 2024

HUD notified all PHA's on 2/14/2023 that three sections of the Housing Opportunity Through Modernization Act (HOTMA) 2016 that affects the calculation of rent, would need to change. Section 103 below became effective 6/16/2023 for public tenants only. Sections 102 and 104 below were to take effect 1/1/2024. However, implementation is being delayed, in part, due to both HUD and PHA software system issues. Until such a time as HUD and the Housing Authority of Covington are ready to implement the changes required, the Authority will continue to conduct annual and interim re-examinations using current (pre-HOTMA) housing policies for our Admissions and Continued Occupancy Plan (ACOP)). The anticipated future changes include the below:

Section 102: Income Reviews

HOTMA creates a +/- 10% adjusted income threshold before an interim exam is necessary. In some cases, increases in earned income will not be processed until the next Annual Reexamination, allowing families to keep more of their earnings before receiving a rent increase. Other changes in the re-exam process that will impact the calculation of tenant rent include streamlined verifications, an increased standard deduction for elderly/disabled households, income exclusions, higher thresholds for medical/disability expenses for elderly/disabled families, a higher threshold for imputing asset income (\$5,000-\$50,000), hardship relief for unanticipated medical and disability expenses, and ineligibility for the childcare expense deduction. Deductions are to be adjusted annually for inflation.

Section 103: Over Income

Section 103 was implemented 6/16/2023 for public housing tenants. When a family's income exceeds 120% AMI for two (2) consecutive years, the PHA must terminate the family's tenancy within 6 months of the 2nd income determination. If at any point during this two-year period a family experiences a decrease in income, they may request an interim redetermination of rent. The family will be notified by mail if they are no longer considered "over income" and are eligible for a new two-year grace period.

Section 104: Asset Limits

HOTMA imposes a \$100,000 asset limit for housing eligibility and continued assistance. Families are ineligible for assistance if they own real property suitable for occupancy. Retirement and / or Educational Savings accounts are not considered a net family asset. PHAs will not have to include these accounts when calculating a family's income and rent. HOTMA allows for self-certification of net assets <\$50,000 once every three (3) years. However, assets must be verified in Year 3. Asset limits are to be adjusted for inflation.

1.0 FAIR HOUSING

It is the policy of the Housing Authority of Covington to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Housing Authority of Covington shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority of Covington's programs.

No inquiries shall be made about a person's sexual orientation or gender identity. However, the Housing Authority of Covington may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority of Covington will provide Federal/State/local information to applicants/residents of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority of Covington office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority of Covington will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. The Housing Authority of Covington will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

The Housing Authority of Covington will keep records of all complaints, investigations, notices and corrective actions for five years.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority of Covington housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Housing Authority of Covington will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority of Covington will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Anyone coming to the top of the Waiting List will receive the opportunity to get a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, an appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the resident will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requester a person with disabilities? For this purpose, the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with 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. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority of Covington will obtain

verification that the person requesting the accommodation is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority of Covington will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of Covington will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Housing Authority of Covington's business is housing. If the request would alter the fundamental business that the Housing Authority of Covington conducts, that would not be reasonable. For instance, the Housing Authority of Covington would deny a request to have the Housing Authority of Covington do grocery shopping for a person with disabilities.
 2. Would the requested accommodation create an undue hardship? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority of Covington may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally, the individual knows best what it is he or she needs; however, the Housing Authority of Covington retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of Covington's programs or services.

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

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

If the resident requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority of Covington will generally approve such request if it does not violate codes or

affect the structural integrity of the unit.

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

3.0 SERVICES FOR LIMITED ENGLISH PROFICIENCY APPLICANTS AND RESIDENTS

The Housing Authority of Covington shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007, Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The Housing Authority of Covington shall balance these factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area.
- B. The Frequency with which LEP individuals come in contact with the program.
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the Housing Authority and costs.

Depending upon what this analysis reveals, the Housing Authority of Covington may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice shall be utilized.

In addition, the Housing Authority of Covington will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the Housing Authority of Covington shall utilize multilingual "I speak" cards to the maximum degree possible.

4.0 FAMILY OUTREACH

The Housing Authority of Covington will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, the agency's website and/or social media page, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Housing Authority of Covington will distribute promotional materials to local social service agencies and will also try to utilize public service announcements.

The Housing Authority of Covington will communicate the status of housing availability to local social service agencies in the community and inform them of housing eligibility guidelines so they can make proper referrals for the Public Housing Program.

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and resident households are required to annually sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

6.0 REQUIRED POSTINGS

In each of its offices, the Housing Authority of Covington will post, in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease

- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Housing Authority of Covington Notices
- M. Trespass List
- N. No Fault Testament Form
- O. The Agency's PHAS score and designation.

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted at www.hacov.org or during regular business hours at the Housing Authority's main administration building located at:

2300 Madison Avenue, Covington, KY 41014, M-F 8:00-4:30

Applications are taken to compile a waiting list. Due to the demand for housing in the Housing Authority of Covington jurisdiction, the Housing Authority of Covington may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Housing Authority of Covington will verify the information. Applicants will be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the Housing Authority may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

If the applicant chooses to have more than one contact person or organization, the applicant must make clear to the Housing Authority the reason each person or organization may be contacted. The Housing Authority will allow the applicant to complete a form HUD-92006 for each contact and indicating the reason the Housing Authority may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

Applications will be accepted at the above locations during normal working hours. Applications will be mailed to interested families upon request.

The completed application will be dated, and time stamped upon its completion.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority of Covington to make special arrangements. A telecommunications service for the deaf (TDD) is available for any applicant, resident, community member or agency to conduct business with HAC. This accommodation is a Fair Housing Communication requirement. The TDD service telephone #, through the state of Kentucky is 800.648.6056

The application process is the determination of eligibility, referred to as the full application. The full application takes place when the family applies for public housing. The Housing Authority of Covington will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's eligibility for admission into the Public Housing Program.

Families who are already housed at one site operated by the Housing Authority of Covington shall be permitted to apply for admission to another site solely through the Housing Authority of Covington's Incentive Transfer Program. When moving from one site to another, such moves shall be treated as a move out by one Property Manager and a move in by the other but for administrative reasons only shall be treated as a transfer. Families moving from one site to another shall retain their initial move in date for purposes of annual income re-certifications. Families moving from one site to another shall be considered income eligible by default and not subject to further income verifications.

If the lease signed by the family at one site is prematurely broken by the family (i.e. in order to move to another property), the family shall be responsible for the rents at both sites until 1) the lease agreement expires or 2) the apartment is re-rented. In such cases, the initial Property Manager shall make reasonable efforts to market, show, and lease the apartment and the new Property Manager shall assist in collecting any monies owed.

Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they so desire.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority of Covington screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

- A. Family Status - All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
 - 1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable family relationship.
 - 1. Children temporarily absent from the home due to placement in foster care are considered family members.
 - 2. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
 - 3. Dependents subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or participant family 50 % + of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependent as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, and IRS income tax returns showing which family has claimed the child for income tax purposes, school records, or other creditable documentation.

2. An **elderly family**, which is:
 1. A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age.
 2. Two or more persons who are at least 62 years of age living together; or
 3. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
 1. A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62.
 2. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 3. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
 1. A family whose head (including co-head), spouse, or sole member is a person with disabilities.

2. Two or more persons with disabilities living together; or
3. One or more persons with disabilities living with one or more live-in aides.
4. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a resident family**. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement guardian or vacate the property.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.
8. The approval of a **caretaker, for a child under the age of 18**, is at HAC's discretion and subject to the HAC screening criteria. If neither a parent nor a designated guardian remains in a household receiving subsidy, HAC will take the following actions:
 1. If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
 2. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of customer or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information

is provided that would confirm that the caretaker's role is temporary. In such cases, HAC will extend the caretaker's status as an eligible visitor.

3. The eligible visitor will be responsible for all rent due for the unit.
4. At any time that custody or guardianship legally has been awarded to a caretaker, HAC will make the caretaker head of household, if eligible, to be housed after completing screening.
5. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

B. Income Eligibility

1. To be eligible for admission to our developments, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam. If the property has Low Income Housing Tax Credits on it, a lower income cap will apply.
2. Income limits apply at admission and throughout occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., resident-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Housing Authority of Covington.
4. If the Housing Authority of Covington acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
5. Income limit restrictions do not apply to families transferring within our Public Housing program.

6. The Housing Authority of Covington may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

C. Citizenship/Eligibility Status

1. To be eligible for public housing each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family Eligibility for Assistance
 1. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the noncitizen rule).
 3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

All adults must be able to sign the lease. If the State of Kentucky forbids individuals with ineligible immigration status from executing contracts (i.e., leases or other legal binding documents), then they are ineligible for this program.

D. Social Security Number Documentation

Prior to admission, every family member regardless of age must provide the Housing Authority of Covington with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. The Housing Authority may grant one ninety (90) day extension for newly added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

Participants aged 62 or older as of January 31, 2010, whose initial eligibility determination was begun before January 31, 2010, are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to the Housing Authority of Covington within thirty (30) calendar days of it being requested, the family shall lose its place on the waiting list. During these thirty (30) calendar days, if all household members have not disclosed their SSN at the time a unit becomes available, the Housing Authority of Covington must offer the available unit to the next eligible applicant family on the waiting list.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Housing Authority may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security number by the deadline.

1. Signing Consent Forms

In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

The consent form must contain, at a minimum, the following:

- a. A provision authorizing HUD or the Housing Authority of Covington to obtain from State Wage Information Collection Agencies (SWICAs) any

information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy.

- b. A provision authorizing HUD or the Housing Authority of Covington to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance.
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits.
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
- e. A statement allowing the Housing Authority of Covington permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and
- f. The Federal Privacy Act is included on the consent form.

8.3 SUITABILITY

- A. Applicant families (including live-in aides) will be evaluated to determine whether, based on their past behavior, such behavior could reasonably be expected to result in compliance with the public housing lease. The Housing Authority of Covington will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Housing Authority of Covington employees, or other people residing in the immediate vicinity of the property. Otherwise, eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Housing Authority of Covington will consider objective and reasonable aspects of the family's background, including the following:
 - 1. A three-year history of meeting financial obligations, especially rent and any utility payments.
 - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents.
 - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal

activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other residents or staff or cause damage to the property.

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

In deciding whether to exercise their discretion to admit an individual or household that has engaged in criminal activity, the Housing Authority of Covington will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

7. Is on the No Trespass List maintained by the site for which they are applying.
8. The frequency of residential moves by the applicant.

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

1. A rental history check and/or a credit check of all adult family members if the normal verification process is insufficient.
2. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority of Covington may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the Housing Authority of Covington. The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and

eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Housing Authority of Covington who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it

was requested has been accomplished and the period for filing a challenge to the Housing Authority of Covington's action has expired without a challenge or final disposition that any litigation has occurred.

3. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing. The Housing Authority of Covington will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list. The Housing Authority of Covington will utilize the US Department of Justice's National Sex Offender website as an additional resource. The National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

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

8.4 GROUND FOR DENIAL

The Housing Authority of Covington is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibilities criteria.
- B. Do not supply information or documentation required by the application process.
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program.
- D. Have a history of not meeting financial obligations in a federally subsidized rental unit.
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents.
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other residents or staff or cause

damage to the property.

For the purpose of this Policy, if any member of the applicant family has been convicted within the prior five (5) year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before the Housing Authority of Covington denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity but is not itself evidence on which to base a determination. The Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

However, the Housing Authority of Covington may admit the household if the PHA determines:

1. The household member who engaged in the criminal activity has successfully completed a supervised rehabilitation program approved by the Housing Authority of Covington; or
2. The circumstances leading to the denial no longer exists (for example, the criminal household member is imprisoned or has died.)

Being a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 20.2B of the ACOP and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

G. Have a history of disturbing neighbors or destruction of property.

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs.

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their

housing application or benefits derived from there from.

- J. Were evicted from federally assisted housing within the past five years because of drug-related criminal activity. The five-year limit is based on the date of such eviction, not the date the crime was committed.

However, the Housing Authority of Covington may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Housing Authority of Covington and can factually demonstrate that they are drug-free as certified by a Housing Authority of Covington approved drug lab at the cost of the applicant; or
 2. The circumstances leading to the eviction no longer exists (for example, the criminal household member is imprisoned or has died).
- K. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaged in” criminal activity if the person has engaged in this behavior recently enough to justify a reasonable believe that the behavior is current.
- L. The Housing Authority of Covington determines that it has a reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to a peaceful enjoyment of the premises by other residents.
- M. The Housing Authority of Covington determines that it has reasonable cause to believe that a household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- N. Have engaged in or threatened abusive or violent behavior towards any Housing Authority of Covington staff member or resident.
- O. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing.
- Q. **Denied for Life:** Has a lifetime registration under a state sex offender registration program.

- R. Applicants who have been removed from the waiting list for cause shall not be eligible to reapply for one (1) year without proof that the reason for the removal is no longer valid.

Before the Housing Authority of Covington denies admission to the Housing Authority of Covington's public housing program on the basis of a criminal record, the Housing Authority of Covington must notify the household of the proposed action to be based on the information and must provide the person with the criminal record and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have fourteen (14) calendar days to dispute the accuracy and relevance of the record in writing. If the Housing Authority of Covington does not receive the dispute within the allotted time, the applicant will be denied.

8.5 *INFORMAL REVIEW*

- A. If the Housing Authority of Covington determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority of Covington will promptly provide the applicant with written notice of the determination. The notice must contain a brief detailed statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within 10 calendar days of the denial. The Housing Authority of Covington will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority of Covington, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority of Covington's decision. The Housing Authority of Covington must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The applicant may request that the Housing Authority of Covington provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant within 30 calendar days of receipt of the Notice of Denial, or within 30 calendar days of receipt of the INS appeal decision.

For the applicants, the Informal Hearing Process above will be utilized with the exception that the applicant will have up to 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LISTS

The Housing Authority of Covington will no longer manage site-based waiting lists. All applicants will apply to one of two wait lists, based on their need for either family or senior housing. For family housing, applicants will be placed on a waiting list by bedroom size, on a first come-first served basis. For senior housing, applicants must be 62+ years of age, or at least aged 50-61 with a documented disability. Waiting lists will be managed according to occupancy standards.

When assigning a position on the waiting list, the following are deciding factors:

Bedroom Size
Preferences
Date and time of application.

Both current and new applicants will be sorted based on the above factors.

Applicants will be given two (2) offers and if all offers are refused, they will be withdrawn from the waiting list and will be required to wait 1 year before reapplying.

9.1 *OPENING AND CLOSING THE WAITING LISTS*

When the waiting list opens for a particular bedroom size, a public notice will be issued stating that applications for public housing will again be accepted. The notice will clarify for what size bedroom applications are being accepted. The notice will be published in a local news medium of general circulation, on the agency's website and/or social media page, and by any available minority media. The Public notice will state any limitations to whom may apply.

The notice will state that applicants on the waiting list for other housing programs must apply separately for this program and such applicants will not lose their places on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing Requirements.

9.2 *ORGANIZATION OF THE WAITING LISTS*

The waiting lists will be maintained in accordance with the following guidelines:

- A. The application will be a permanent digital file.
- B. All applications will be maintained in order of bedroom size, preference, and

then in order of date and time of application; and

- C. Any significant contacts between the Housing Authority of Covington and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF WAITING LISTS

Application and verification are completed at the same time. Once everything has been completed and verified, the applicant will be placed in the appropriate spot based on bedroom size, preference and date and time of application.

9.4 PURGING THE WAITING LIST(S)

The Housing Authority of Covington will update and purge its waiting lists at least every 6 months to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority of Covington has current information, i.e., applicant's address, family composition, income category, and preferences.

9.5 REMOVAL OF APPLICANTS FROM A WAITING LIST

The Housing Authority of Covington will not remove an applicant's name from a waiting list unless:

- A. The applicant requests in writing that their name be removed.
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program.
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant is housed.
- E. The Housing Specialist has notified an applicant in writing that failure to accept the next apartment offer shall result in the removal of said applicant from the site's wait list. The written notice shall not occur until a minimum of two (2) offers and rejections have been documented in the applicant's file. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.6 MISSED APPOINTMENTS

When applying for housing, phone or in-person appointments may be scheduled based on circumstances. All applicants who fail to keep scheduled appointments, may be sent a notice of termination of process for eligibility. The Housing Authority will mail out a notice of appointment as well as contact the applicant by phone.

The Housing Authority will allow the applicant to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing the appointment, the Housing Authority will work closely with the family to find a more suitable time.

The Housing Specialist shall make the final determination regarding removal of an applicant for failure to keep scheduled appointments.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from a waiting list will be notified by the Housing Authority of Covington, in writing, that they have ten (10) business days from the date of the written correspondence to present mitigating circumstances or request in writing an informal review. The letter will also indicate that their name will be removed from the waiting list(s) if they fail to respond within the timeframe specified. The Housing Authority of Covington system of removing applicant names from a waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority of Covington will verify that there is in fact a disability and the disability caused the failure to respond and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 RESIDENT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The Housing Authority of Covington assigns preference points to applications based on the following criteria:

Preference Criteria	Covington Residents	Kenton County Residents	Kentucky Residents	Out of State Residents
Applicants who reside or work in Covington, KY. The residency preference will not have the purpose of effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of an applicant family.	10	7	6	3
Applicants with an adult family member who are currently working at least 35 hours a week and have been doing so for at least <u>one</u> year. MUST provide 1099/W2	10	7	6	3
Applicants who are 62+ years of age and are receiving SS, SSI, or SSDI	10	7	6	3
Applicants who are Homeless Veterans	10	7	6	3
Applicants with an adult family member who is currently working at least 20 hours a week and has been doing so for at least six (6) <u>consecutive</u> months.	5	4	3	2
Applicants who are 50-61 years of age with a documented disability from a medical or government entity	5	3	1	1
Displaced person(s): Individuals or families displaced by government actions or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to the Federal Disaster Relief Laws.	5	3	3	2
Victims of Domestic Violence	5	3	2	1
Victims of Reprisals or Hate Crimes	5	3	2	1

Applicants are placed on the waiting list by bedroom size based on the number of points received from the above preferences.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features who reside in the development that has the vacancy. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments who may benefit from the accessible unit. If there are no families residing in the other developments needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be requested to sign a lease rider stating they will accept a transfer (at the Housing Authority's expense) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

10.1.1 FEDERAL DISASTERS

In the case of a federally declared disaster, the Housing Authority of Covington reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the IDJD Assistant Secretary for Public and Indian Housing.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or overhousing:

# Bedrooms	# Persons (Minimum)	# Persons (Maximum)
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero-bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood or as necessary to assist in a reasonable accommodation.

In determining bedroom size, the Housing Authority of Covington will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex.
- C. Adults and children will not be required to share a bedroom.
- D. Foster - adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines - A family may request a smaller unit size than the guidelines allow. The Housing Authority of Covington will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for three (3) years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines - A family may request a larger unit size than the guidelines allow. The Housing Authority of Covington will allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-calendar day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. A single person who is not an elderly person or a displaced person, or a person with disabilities shall not be provided with a unit that is larger than one-bedroom unless an extra bedroom is required in order to meet a reasonable accommodation request.

10.3 SELECTION FROM THE WAITING LIST

The Housing Authority of Covington shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year are families whose annual income is the greater of either 30% of the area median income or the Federal poverty level. To ensure this requirement is met, the Housing Authority shall monitor the incomes of both newly admitted families and families on the waiting list on a quarterly basis. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority will skip higher-income families on the waiting list to reach extremely low income families.

If there are not enough extremely low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

After analysis The Housing Authority of Covington is not subject to the de-concentration requirements according to 24 CFR 903. Nevertheless, the Housing Authority of Covington will affirmatively market its housing to all eligible income groups.

10.5 RESERVED

10.6 OFFER OF A UNIT

When the Housing Authority of Covington discovers that a unit will become available, we will attempt to contact the first family on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the **de-concentration** goal and/or the income targeting goal.

The Housing Authority of Covington will contact the family by telephone to make the unit offer. The family will be given one (1) business day from the date the family was contacted.

The family will be offered the opportunity to view the unit. If the family rejects the offer of the unit, the Housing Authority of Covington will send the family a letter via postal mail documenting the offer and the rejection.

It is the intent of the Housing Authority to provide unit offers to families in order of their position on the wait lists. Applicants are offered units based on their residency in Covington & preference points then Kentucky & preference points then out of state & preference points and then all other states and preference points. The Housing Authority will also attempt to house vacant apartments as quickly as possible. At times, vacant apartments may be offered to more than one applicant family and in such cases the apartment will be awarded to the first family who contacts the Housing Authority to accept the unit offer. Therefore, it is imperative that applicants maintain current contact information with the Housing Authority and respond immediately to all correspondence, offers and other verbal contacts.

10.7 REJECTION OF UNIT

If in making the offer to the family the Housing Authority of Covington skipped over other families on the waiting list in order to meet their de-concentration goal or offered the family any other de-concentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Housing Authority of Covington did not skip over other families on the waiting list to reach this family, did not offer any other de-concentration incentive, and the family rejects a unit without good cause two times, the family will be removed from the waiting list and cannot reapply for one year.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes, but is not limited to, reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

10.8 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective within a reasonable period of time after the date of acceptance. However, if a family has not signed a lease for the accepted unit by the business day after it has been made available, the Property Manager shall have the authority to rescind the offer without notice and rent the apartment to the first available family who signs the lease.

Prior to signing the lease, all families (head of household and other adult family members) will be required to attend an in-person orientation. An in-person appointment will be set up once the family has viewed and accepted the unit. This will occur within 3 days of accepting the unit and may be done on the same day if the Housing Manager is available.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the resident's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Housing Authority of Covington will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to:

- A. \$600.00 for a family applicant or
- B. \$400.00 for an elderly or disabled applicant.

New residents may pay their security deposits in up to two (2) payments, at lease up and the following month.

Residents who move from HAC properties may be eligible for a refund of their security deposit. Upon vacating the assigned apartment, the resident (former resident) will be mailed an itemized statement of charges assessed to their account and detailed explanation how the security deposit will be used. If the former resident is owed a security deposit refund, it will be mailed within 30 days of vacating apartment to the address provided on the vacate form or last known address, if vacate form was not completed by the resident. If a balance is owed, the former resident will have 30 days to pay or dispute charges, then the account will be placed in collections for recovery.

For information on security deposits for transfers, please see Section 16.4.

The Property Manager shall annually conduct an analysis of move out charges (by bedroom size) for the prior 12-month period and propose any changes to the Board of Commissioners. In general, the security amount deposits should be set to an amount equal to the average clean-up and damage charges assessed to resident's who have vacated during the 12-month period.

11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority of Covington adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority of Covington subtracts all allowable deductions (allowances) to determine the Total Resident Payment.

11.1 INCOME

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

- C. Are not specifically excluded from annual income.

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

Annual income includes, but is not limited to, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
- D. The full number of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security

benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance

1. Welfare assistance payments

a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

1. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

ii. Are not otherwise excluded under paragraph Section 11.2 of this Policy.

b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

11. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. Imputed welfare income

a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Housing Authority of Covington by the welfare agency) plus the total amount of other annual income.

- b. At the request of the Housing Authority of Covington, the welfare agency will inform the Housing Authority of Covington in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Housing Authority of Covington of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Housing Authority of Covington will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Housing Authority of Covington by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Housing Authority of Covington will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Housing Authority of Covington has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Housing Authority of Covington denies the family's request to modify such amount, then the Housing Authority of Covington shall give the resident written notice of such denial, with a brief explanation of the basis for the Housing Authority of Covington's determination of the amount of imputed welfare income. The Housing Authority of Covington's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- g. Relations with welfare agencies

1. The Housing Authority of Covington will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member and gives the Housing Authority of Covington written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
 2. The Housing Authority of Covington is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the housing authority. However, the Housing Authority of Covington is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
 3. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Housing Authority of Covington shall rely on the welfare agency notice to the Housing Authority of Covington of the welfare agency's determination of a specified welfare benefits reduction.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years.
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system.
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses.
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- E. Income of a live in aide.
- F. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income.
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD.
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - 3. 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, childcare, etc.) and that are made solely to allow participation in a specific program.
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. 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.
 - 5. Incremental earnings and benefits resulting to any family member from

participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program.

6. Temporary, nonrecurring, or sporadic income (including gifts).
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
9. Adoption assistance payments in excess of \$480 per adopted child.
10. Effective January 1, 2024, only eligible families currently participating in the Earned Income Disallow (EID) program may continue to receive benefits up to two (2) years from this date. No new families will be added to the program. All exclusions will end on or before 12/31/25.
11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
12. 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.
13. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps.
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044 (f)(1), 5058).
 - c. Certain payments received under the Alaska Native Claims

Settlement Act.

- d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes.
- e. Payments made under HHS's Low-Income Energy Assistance Program.
- f. Income from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6).
- g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian National Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission.
- h. Number of scholarships awarded under Title IV including Work Study (20 U.S.C 1070). For Section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended). See definition of Tuition in Glossary.
- i. Payments received under the Older Americans Act of 1965 (42 U.S.C. 3056(g)).
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- k. Payments received under the Maine Indian Claims Act (Pub. L. 96-420, 25 U.S.C. 1728).
- l. The value of childcare under the Child Care and Development Block Grant Act of 1990.

- m. Earned income tax credit refund payments, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221 (d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(1)).
- n. Payments for living expenses under the AmeriCorps Program.
- o. Additional income exclusions provided by and funded by the Housing Authority of Covington.
- p. Any allowance paid under the provisions of 38 U.S.C. 1883© to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).
- q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c)).
- r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2)).
- s. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (**WIC**).
- t. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).
- u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b) (4)).
- v. Compensation received by or on behalf of a veteran for service connected; disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing

Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs.

- w. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011, D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291).
- x. Any amount in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107- 110, 42 U.S.C. 604(h)(4)).
- y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a)); and
- z. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

The Housing Authority of Covington will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent.
- B. \$400 for any elderly family or disabled family.
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
 - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses necessary for children 12 and younger to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the resident.
- B. The Housing Managers shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

- C. After the reconciliation is complete, the Housing Authority of Covington shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Housing Authority of Covington shall do one of the following:
1. Immediately collect the back rent due to the agency.
 2. Establish a repayment plan for the resident to pay the sum due to the agency.
 3. Terminate the lease and evict for failure to report income; or
 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.5 COOPERATING WITH WELFARE AGENCIES

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

- A. To target assistance, benefits and services to families receiving assistance in the public housing program to achieve self-sufficiency; and
- B. To provide written verification to the Housing Authority of Covington concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

11.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The Housing Authority of Covington will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Housing Authority of Covington will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify Housing Authority of Covington that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the Housing Authority of Covington's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

12.0 VERIFICATION

The Housing Authority of Covington will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance. It shall be the responsibility of the applicant or resident to assist the Housing Authority of Covington to the greatest degree possible with the verification process.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. Enterprise Income Verification (EIV)** - The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its

entirety is mandatory for all annual and interim re- examinations. The Housing Authority of Covington will monitor the following EIV reports on a monthly basis - (1) Deceased Tenants Report, 2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports - (1) Income Discrepancy Report, (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058.

- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g., The Work Number)**

It is important to note that UIV data will only be used to verify a resident's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a resident until the Housing Authority of Covington has independently verified the UIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Housing Authority of Covington's requiring the timely payment of any over subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the Housing Authority of Covington derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. The Housing Authority of Covington is required to maintain at a minimum, the last three years of the form HUD-50058 and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

The Housing Authority of Covington will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

2. Third-Party Written Verifications

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or the Housing Authority of Covington request date. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. The Housing Authority of Covington may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents will be used for income and rent determinations.

The Housing Authority of Covington will obtain a month's worth of pay stubs for determining annual income from wages. For new income sources or when a month's worth of pay stubs are not available, the Housing Authority of Covington will project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days (from the Housing Authority of Covington interview/determination or request date) is acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

3. Written Third-Party Verification Form

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by the Housing Authority of Covington. The form is completed by the third-party by hand (in writing or typeset) when sent the form by the Housing Authority of Covington.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and provides false information.

HUD requires the Housing Authority of Covington to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

The Housing Authority of Covington will allow seven (7) calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

4. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

The Housing Authority of Covington will allow five (5) calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

5. Review of Documents

When UIV, written and oral third-party verifications are not available within the seven (7) calendar day period allowed in item 3 and five (5) calendar day period allowed in item 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

6. Self-Certification and Self-Declaration

When UIV, written and oral third-party verifications are not available within the seven (7) calendar day period allowed in item 3 and five (5) calendar day period allowed in item 4 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When any verification method other than Up-front Income Verification is utilized, the Housing Authority of Covington will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2010-19.

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	Highest (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written third Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information <u>and</u> is unable to provide acceptable documentation to support dispute)
3	Written Third Party Verification Form	Medium-Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third Party Verification	Low (Mandatory if written third party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third party verification)

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, the Housing Authority of Covington will send a request form to the source along with a release form signed by the applicant/resident via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Not Allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Adult Status of the Head of Household		Valid driver's license, identification card issued by a government agency, or a birth certificate
Citizenship	<i>N/A</i>	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from a licensed medical doctor, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school, vocational and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	<i>N/A</i>
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy,	Bills, receipts, records of payment, dates of trips,

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	medical professional's letter stating assistance, or a companion animal is needed	mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare RX on it
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	<i>N/A</i>	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	<i>N/A</i>	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider,	Bank deposits, other similar evidence

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	the day care provider could so state)	
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security no more than 60 calendar days old as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in number of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - of first job after program completion 	N/A Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD 214 Form.



Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of Covington will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority of Covington will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority of Covington will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

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

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

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

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, every family member regardless of age must provide the Housing Authority of Covington with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a

complete and accurate Social Security Number. The Housing Authority of Covington may grant one ninety (90) day extension for newly added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification. Participants aged 62 or older as of January 31, 2010, whose initial eligibility determination was begun before January 31, 2010, are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority of Covington will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Housing Authority of Covington may grant one ninety (90) day extension from termination if, in its sole discretion, it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

12.5 TIMING OF VERIFICATION

Verification information must be dated within ninety (90) calendar days of certification or reexamination. If the verification is older than this, the applicant/resident will be contacted and asked to provide verification regarding any required information. When an interim reexamination is conducted, the Housing Authority will verify and update those elements reported to have changed.

12.6 FREQUENCY OF OBTAINING VERIFICATION

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible noncitizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of

admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission.

If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified. For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

12.7 SPECIAL VERIFICATION FOR ADULT STUDENTS

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The Housing Authority of Covington shall verify using normal third-party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, the Housing Authority of Covington shall determine if any of the scholarship is available for housing costs.

12.8 DISCREPANCIES IN VERIFIED INFORMATION

An EIV and IVT Income Report shall be pulled from the system before annual or interim reexamination is conducted for any family and compared with family-reported information. If the EIV/IVT report reveals an income source that was not reported by the tenant or a substantial difference (defined as \$2400 or more annually) in the reported income information, the Housing Authority of Covington will:

- A. Discuss the income discrepancy with the tenant; and
- B. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/or income sources; and
- C. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the Housing Authority of Covington will request from the third-party source, any information necessary to resolve the income discrepancy; and
- D. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively*; and
- E. Take any other appropriate action.

*The Housing Authority of Covington will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The tenant will be provided an opportunity to contest the Housing Authority of Covington's determination of tenant rent underpayment. Tenants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with established grievance procedures. The Housing Authority of Covington will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between tenant-reported and EN-reported income information, the Housing Authority of Covington will obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the Housing Authority of Covington may reject any tenant-provided documentation, if the Authority deems the documentation unacceptable. Documentation provided by the tenant will only be rejected for only the following reasons:

- A. The document is not an original; or
- B. The original document has been altered, mutilated, or is not legible; or
- C. The document appears to be a forged document (i.e., does not appear to be authentic).

The Housing Authority of Covington will explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the Housing Authority of Covington deems necessary to complete the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to the Housing Authority of Covington.

If the third-party source does not respond to the Housing Authority of Covington's request for information, the Authority is required to document the tenant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The Housing Authority of Covington will then pursue lower-level verifications in accordance with the verification hierarchy.

13.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo. Their family composition must still be reviewed annually.

- A. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

- B. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Housing Authority of Covington will provide them with the following information whenever they have to make rent decisions:
 - 1. The Housing Authority of Covington's policies on switching types of rent in case of a financial hardship; and
 - 2. The dollar amount of resident rent for the family under each option. If the family chose a flat rent for the previous year, the Housing Authority of Covington will provide the amount of income-based rent for the subsequent year only the year the Housing Authority of Covington conducts an income reexamination or if the family specifically requests it and submits updated income information.

13.2 THE INCOME METHOD

The total resident payment is equal to the highest of:

- A. 10% of the family's monthly income.
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage: or
- D. The minimum rent of \$50.

13.3 MINIMUM RENT

The Housing Authority of Covington has set the minimum rent at \$50. If the family requests a hardship exemption, however, the Housing Authority of Covington will suspend the minimum rent beginning the month following the family's request until the Housing Authority's Housing Specialist can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 - 1. When the family has lost eligibility for or is waiting on an eligibility determination for a Federal, State, or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996.
 - 2. When the family would be evicted because it is unable to pay the minimum rent.
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - 4. When a death has occurred in the family.

- B. No hardship. If the Housing Specialist determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Specialist reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Property Manager may offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension.
- D. Long-term hardship. If the Housing Specialist determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. All minimum rent payers or people exercising a valid hardship exemption shall have their income re-verified on a quarterly basis.
- F. Appeals. The family may use the grievance procedure to appeal the Housing Specialist's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The Housing Authority of Covington has set a flat rent for each public housing unit. The flat rate is determined annually, based on the market rental value of the unit using one of the following three options:

- A. Option One: The Housing Authority of Covington will establish a flat rent for each public housing unit that is no less than 80 percent of the applicable Fair Market Rent (FMR) as determined under 24CFR part 888, subpart A.
- B. Option Two: No less than 80 percent of an applicable small area FMR (SAFMR) or unadjusted rent¹, if applicable, as determined by HUD, or any successor determination, that more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used in the first paragraph of this section. If HUD has not determined an applicable SAFMR or unadjusted rent¹, the Housing Authority of Covington will rely on the applicable FMR under the first option or may apply for an exception flat rate under the third option. No other smaller geographical FMRs will be allowed by HUD; (See footnote 1 for HUD's definition of "unadjusted rent" as related to Flat Rent requirements).
- C. Option Three: The Housing Authority of Covington may request, and HUD may approve, on a case-by-case basis, a flat rent that is lower than the amounts in Options One and Two of this section, subject to the following requirements:

1. The Housing Authority of Covington must submit a market analysis of the applicable market.
2. The Housing Authority of Covington must demonstrate, based on the market analysis, that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units, based on the location, quality, size, unit type, and age of the public housing unit and any amenities, housing services, maintenance, and utilities to be provided by the PHA in accordance with the lease.
3. All requests for the exception flat rents under this option must be submitted to HUD.

The Housing Authority of Covington will not implement Option Three prior to receiving HUD's written approval. A new market analysis and a new HUD written approval is required every year.

The option chosen to establish the required flat rent will be the sole decision of the Housing Authority of Covington.

There is no utility allowance for families paying a flat rent because the Housing Authority of Covington has already factored who pays for the utilities into the flat rent calculations. If the resident pays their own utilities, the calculated flat rent shall be reduced by a reasonable utility allowance based on an energy-conservative household of modest circumstances.

Annually, no later than 90 days after issuance of new FMRs or SAFMRs by HUD, the Housing Authority of Covington will compare the current flat rent amount to the applicable FMR and SAFMR/unadjusted rent¹. If the flat rent is at least 80 percent of the lower of the FMR or SAFMR/unadjusted rent, the Housing Authority of Covington is in compliance with the law, and no further steps are necessary. If the flat rent is less than 80 percent of the lower of the FMR and SAFMR, the Housing Authority of Covington will adjust the flat rents at no less than 80 percent of the lower of the FMR or **SAFMR/unadjusted** rent¹ subject to the utility's adjustment required for tenant-paid utilities, or the Housing Authority of Covington may request an exception flat rent pursuant to Option Three, as described above. Revised flat rents will become effective for all families admitted after the flat rent is changed or at the lease renewal for an existing resident. (See footnote 1 for HUD's definition of "unadjusted rent" as relates to Flat Rent requirements).

As for flat rent phase-ins, previous regulations in PIH Notice 2014-12 and the subsequent FAQ's, HUD provided flexibility to PHAs to phase in all flat rent increases over a three-year period, including those increases that were 35 percent or less.

However, the FY 2015 Appropriations Act provides the Housing Authority of Covington additional flexibility to establish flat rents at lower amounts, thereby eliminating the need

for the three-year phase-in of flat rent increases that are 35 percent or less. **Therefore, the only flat rent increases that will be phased-in are those where a family's rent will increase by more than 35 percent.**

¹ The unadjusted rent is the FMR estimated directly from the American Community Survey (ACS) source data that HUD uses to calculate FMRs before HUD applies its state non-metropolitan minimum rent policy. HUD maintains a minimum FMR policy within Housing Choice Voucher program (HCV) in response to numerous public concerns that FMR's in rural areas were too low to operate the HCV program successfully. The policy establishes the FMRs at the higher of the local FMR or the State-wide average FMR of non-metropolitan counties, subject to a ceiling rent cap. The rationale for having a state minimum FMR is that some low-income, low-rent non-metropolitan counties have ACS-based FMR estimates that appear to be below long-term operating costs for standard quality rental units and raise concerns about housing quality. State minimum FMRs have been set at the respective state-wide population weighted median non-metropolitan rent level but are not allowed to exceed the U.S. median non-metropolitan rent level.

Agencies that began phase-ins for families with rent increases at 35 percent or less last year shall follow the actions outlined below at the family's next annual rent option:

1. On a case-by-case basis, at the family's next annual rent option, compare the updated flat rent amount applicable to the unit to the rent that was being paid by the family immediately prior to the annual rent option:
 - a. If the updated flat rent amount would not increase a family's rental payments by more than 35 percent, the family may choose to pay either the updated flat rent amount or the previously calculated income-based rent.
 - b. If the agency determines that the updated flat rent amount would increase a household's rental payment by more than 35 percent, the family may choose to pay the phased-in flat rent amount resulting from the flat rent impact analysis or the previously calculated income-based rent.

Affected families will be given a 30-day notice of any rent increase. Upward adjustments are applied on the anniversary date for each affected family while reductions shall take effect the following month (for more information on flat rents, see Section 15.3).

The Housing Authority of Covington will post the flat rents at each of the developments and at the central office and flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent because the Housing Authority of Covington has already factored who pays for the utilities into the flat rent calculation.

13.5 CEILING RENT

The Housing Authority of Covington has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be re-evaluated annually by the Property Manager and approved by the Board of Commissioners. Affected families will be given a 30-day notice of any rent increase. Upward adjustments are applied on the

anniversary date for each affected family while reductions shall take effect the following month.

The Housing Authority of Covington will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.6 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995.
- B. The family was granted continuation of assistance before November 29, 1996.
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

The family's assistance is prorated in the following manner:

- a. Determine the 95th percentile of gross rents (resident rent plus utility allowance) for the Housing Authority of Covington. The 95th percentile is called the maximum rent.
- b. Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
- c. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- d. Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated resident rent.

13.7 UTILITY ALLOWANCE

The Housing Authority of Covington shall establish a utility allowance for all check-metered utilities and for all resident-paid utilities. The allowance will be based on a

reasonable consumption of utilities by an **energy-conservative** household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority of Covington will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's income-based rent to determine the amount of the Resident Rent. The Resident Rent is the amount the family owes each month to the Housing Authority of Covington.

For public housing residents that reside in our New Site Properties or Eastside Revitalization 1 property, if receiving a utility allowance payment, will provide their Duke account number to the property manager. Any payments of utility allowances will be paid directly to the provider on the residents' behalf. The amount will be based on income, household size and rent calculations, done at interim and annual recertification reviews. The new utility allowance scheduled provided by HUD must be implemented by 90 days after the change and may change the residents rent portion or utility allowance payment.

Utility allowance revisions based on rate changes shall be effective July of every year, with at least 30-day notice given to all affected residents and posted in the property management offices. Revisions based on changes in consumption or other reasons shall be effective July of every year, with at least 30-day notice given to all affected residents and posted in the property management offices.

For Housing Authority of Covington paid utilities, the Housing Authority of Covington will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Housing Authority of Covington will be billed to the resident monthly and is billed one month behind. Example: Excess utility billed on January statement is for December's usage. Utility allowance revisions based on rate changes shall be effective July of every year, with at least 30-day notice given to all affected residents and posted in the property management offices.

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

Requests for relief from surcharges for excess consumption of Housing Authority of Covington purchased utilities or from payment of utility supplier billings in excess of the utility allowance for resident-paid utility costs may be granted by the Housing Authority of Covington on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be

advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

Tenants are required to pay excess utility charges when exceeding a pre-established threshold for utility usage by size of unit. Tenants' rates for utility charges may change annually based on the rates established by local utility providers.

From time to time, the Housing Authority of Covington will contract with a third party, unbiased service provider to analyze tenant utility usage. This enables the agency to make an informed decision when adjusting the rates paid by tenants for excess utility charges. Annual rate adjustments may be necessary for the agency to break even on tenant utility consumption. Tenants will receive 30 days' notice of any excess utility rate change.

13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All Rents are payable at each site location, by a rent drop box located in each lobby at Golden Tower, City Heights and Latonia Terrace. Check or Money orders are accepted and must be turned in with bottom portion of rent statement and must be received by the 7th of each month. Reasonable accommodations for this requirement may be made for persons with disabilities. As a safety measure, no cash will be accepted as a rent payment.

If the rent is not paid by the seventh day of the month, a Notice to Vacate will be issued to the resident. In addition, a \$35.00 late charge will be assessed to the resident if the rent is paid after the seventh day of the month. If the 7th falls on a weekend or a holiday, rent must be paid the last business day prior to avoid applicable late fee.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge equal to the amount the Housing Authority of Covington's bank charges the Housing Authority.

Payments made on residents' accounts will be paid toward the oldest balances first. No partial rent will be accepted.

14.0 COMMUNITY SERVICE REQUIREMENT

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or

(3) perform eight hours per month of combined activities as previously described.

unless they are exempt from this requirement beginning in the month after the move-in month. The eight hours of activity may be completed at eight hours each month or aggregated across a year, as long as 96 hours are completed by each annual certification.

14.2 EXEMPTIONS

The following adult family members of resident families are exempt from this requirement.

- A. Family members who are 62 or older
- B. Family members who are:
 - 1. blind or disabled as described under 216(1)(1) or 1614 of the Social Security Act (42 U.S.C 416(1) (1), Section 1382(c)) and who certify that because of this disability, she or he is unable to comply with the community service requirements; or
 - 2. Family members who are the primary care giver of such individual.
- C. Family members engaged in work activities as defined in section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)), specified below:
 - 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; and
 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, 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 in our State, including a State-administered Welfare-to-Work program and/or Food Stamps; 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 welfare program of our State (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 a family receiving assistance under SNAP and has been found by the State to be in compliance with the program requirements, that tenant is exempt from the CSSR, including a State-administered Welfare-to-Work program, and has not been found by the State other administering entity to be in non-compliance with such a program.

14.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority of Covington shall identify all adult family members who are apparently not exempt from the community service requirement at the initial lease signing and at each subsequent re-exam.

The Housing Authority of Covington shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status in writing. The Housing Authority of Covington shall verify such claims. If a resident does not agree with the Housing Authority of Covington's determination, he or she can appeal by following the Grievance Policy. Changes in exempt or non-exempt status of a resident shall be reported by the resident to the Housing Authority of Covington within ten (10) calendar days of the change.

At least execution or re-examination, all adult members (18 or older) of a public

housing resident family must:

- A. Provide all requested **documentation**, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used (and verified if necessary) by the Housing Authority of Covington to determine whether the tenant is exempt from the CSSR), and
- B. Sign a certification that they have received and read the policy and understand that, if they are not exempt, failure to comply with the community service requirements will result in non-renewal of their lease, per 24 CFR 966.4(1)(2)(iii)(D).

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

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

14.4 VOLUNTEER OPPORTUNITIES

Eligible community service activities include, but are not limited to, serving at:

- A. Local public or non-profit 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. Non-profit organizations serving Housing Authority of Covington 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 non-profit 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. Housing Authority of Covington housing to improve grounds or provide gardens (so long as such work does not alter the Housing Authority of Covington'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 Housing Authority of Covington-run self-sufficiency activities including supporting computer learning centers; and
- F. Care for children of other residents so parents may volunteer.

In order to facilitate easier documentation of the community service provided, residents shall work exclusively for non-profits or governmental entity. Any required court-ordered community service or probation-based work shall not count towards a resident's required 8 hours per month of community service.

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.

Together with the resident advisory councils, the Housing Authority of Covington may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At a non-exempt resident's initial lease signing the Housing Authority of Covington will provide a volunteer time sheet to the family member. Instructions for the time sheet will require the individual to complete the form and have a supervisor date and sign for each period of work. Completed time sheets shall be submitted to the Property Manager for review during the month of annual re-certification.

At each regularly scheduled rent re-examination, each non-exempt family member will present a signed certification on a form provided by the Housing Authority of Covington of CSSR activities performed over the previous twelve (12) months. The Housing Authority of Covington will obtain third-party verification of CSSR completion administered through outside organizations.

14.6 NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Property Manager will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance.
- B. That the determination is subject to the grievance procedure, a right to be represented by counsel, and the opportunity to any available judicial remedy; and
- C. That, unless the family member(s) enter into a written work-out agreement or moves, the lease will not be renewed so long as at least one year has transpired.

14.7 OPPORTUNITY FOR CURE

The Property Manager will offer the family member(s) the opportunity to enter into a work- out agreement to cure prior to the anniversary of the lease or upon the expiration of each month when the resident is residing on a month-to-month basis. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement if the deficiency is for the first year of tenancy or over the next month period if the resident is residing on a month-to-month basis and the resident shall at the same time stay current the community service requirement. The first hours a resident earns go toward the current commitment until the current commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Housing Authority of Covington may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirements. However, residents may assist employees in performing their duties.

15.0 ANNUAL AND INTERIM RECERTIFICATIONS

At least annually, the Housing Authority of Covington will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

The number of days to report a change in income, assets, and/or household composition is seven (7) days.

15.1 GENERAL

The Housing Authority of Covington will send a notification letter and a Recertification packet to the family letting them know that it is time for their annual reexamination. The packet will contain various forms to be completed entirely and sent back to HAC via drop box (located at their management office or main office) along with all verification of any income, assets, and family composition. The packet and verification(s) must be received by the due date on the letter. The Annual Recertification is the only time in which a family may choose between flat rent or income-based rent. If the family thinks they may want to switch from a flat rent to an income-based rent, they should contact the Housing Specialist by phone and discuss next steps.

During the review of recertification documents, the Housing Authority of Covington will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer waiting list. In the recertification packet, each household shall be asked whether any member is subject to the lifetime sex offender registration requirement under a state registration program. The Housing Authority will verify this information using the National Sex Offender Database. If the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification form, the

Housing Authority will pursue eviction of the household. If a family is facing eviction based on either the criminal check or the sex offender registration program, the applicant or tenant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the eviction occurs.

15.2 NON-COMPLIANCE WITH RECERTIFICATION

If the tenant/family fails to respond to our request for annual recertification by not returning the packet and/ or verifications by the due date, they will be issued a notice of lease termination. Tenants must comply with the packet AND requested verifications by the date listed on the termination notice, giving them 14 days to cure.

Additionally, not reporting changes in income, assets or family composition within seven (7) calendar days of the change, may result in the tenant owing HAC retroactive rent. If it is verified that the tenant did not report changes in income, assets, or family composition within seven (7) calendar days, or caused a delay in processing the change, it may be grounds for lease termination and/or prosecution for fraud.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent is updated annually based on changes in Fair Market Rent, Rents, and pursuant to HUD regulations. **See Flat Rent Schedule.**
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income. Once a family returns to the income-based method during their "lease year" they cannot go back to a flat rent until their next regular annual reexamination.

- F. The dates upon which the Housing Authority of Covington expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Housing Authority of Covington will send a reexamination letter to the family offering the choice between a flat rent or income rent. The opportunity to select the flat rent is available only at this time. During the recertification review, the Housing Authority of Covington may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method, they may make the selection on the form and return the form to the Housing Authority of Covington. In such case, the Housing Specialist will verify the family size and whether it is in an appropriate size unit.

15.4 THE INCOME METHOD

During the recertification process, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Housing Authority of Covington will determine the family's annual income and will calculate their rent as follows.

The total resident payment is equal to the highest of:

- I. 10% of the family's monthly income.
- J. 30% of the family's adjusted monthly income.
- K. The welfare rent; or.

L. The minimum rent.

The family shall be informed of the results of the rent calculation under both the Income Method and the Flat Rent and given their choice of which rent to pay.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) calendar days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Resident does not have to report an increase in a source of income previously reported. Families are required to report the following changes to the Housing Authority of Covington's Housing Specialist between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within seven (7) calendar days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Any Kentucky Temporary Assistance Payment (KTAP) sanctions.
- D. Any new sources of income.

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding

the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority of Covington will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

A family's request for a live in aide must be made in writing. The Housing Authority of Covington will verify the need for a live in aide with a reliable, knowledgeable professional provided by the family, such as a doctor, social worker, or case worker. For continued approval, the family must submit a new, written request-subject to HAC verification-at each annual reexamination. In addition, the family and live in aide will be required to submit a certification stating that the live in aide is:

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

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Such request shall be made in writing on an INTERIM CHANGE FORM to the Housing Authority's Housing Specialist via the drop box at your site's management office or main office (2300 Madison Avenue.)

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (minimum renters) or have a temporary decrease in income, the Housing Authority of Covington may schedule special reexaminations every thirty (30) calendar days until the income stabilizes and an annual Income can be determined.

15.7.A. JOINT CUSTODY

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

When more than one applicant or assisted family (regardless of program) are claiming the same dependent as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, and IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.

15.7.B APPROVAL OF CAREGIVER

The approval of a caregiver taker, for a child under the age of 18, is at HAC's discretion and subject to the screening criteria. If neither a parent nor a designated guardian remains in a household receiving subsidy, HAC will take the following actions:

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

If a caregiver has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caregiver will be considered a family member unless information is provided that would confirm that the caregiver's role is temporary, in such cases HAC will extend the caregiver status as an eligible visitor. The eligible visitor will be responsible for all rent due for the unit.

At any time that custody or guardianship legally has been awarded to the caretaker, HAC will make the caregiver head of the household, if eligible, to be housed after completing screening. During any period that a caregiver is considered a visitor, the income of the caregiver is not counted as annual income toward the calculation of rent and the caregiver does not qualify the family for any deductions from income.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction becomes effective on the first day of the month after the Resident reports the change in household circumstances and provides the appropriate documentation. This rent change may be made retroactive to the appropriate date if less than ten (10) working days prior to the end of the month have been given to the Landlord to process this change.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the change has been reported.

15.9 MISTAKES IN CALCULATING RENT

If the Housing Authority of Covington makes a mistake in calculating a residents rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of eighteen (18) months. The refund shall be given to the resident as soon as practical or credited to the residents account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

15.10 OVER INCOME POLICY

As part of the Housing Opportunity Through Modernization Act of 2016 (HOTMA), the HAC is required to impose an income limit for residents in Federal developments/AMPs (“over-income limit”). Households whose income exceeds the over-income limit for more than two years will be charged a rent amount equal to the higher of a) the current FMR for the unit or b) the amount of monthly subsidy for the unit, including operating and capital fund amounts, as determined under HUD guidelines.

For the purposes of this policy, the over-income limit will be set at 2.4 times the Very Low-Income level for the area. HUD will publish the over-income limits for each family size annually.

If the HAC, during the course of conducting an annual redetermination or interim redetermination due to an increase in income, determines that the family’s income exceeds the over-income limit, the family’s over-income status will be documented in the family’s tenant file and a two-year over-income grace period will begin effective as of the beginning date of the next rent period. If after one year from the initial determination that the household income exceeds the over-income limit, the HAC determines that the household income continues to exceed the over-income limit, the HAC will send a notice to the Resident. This notice will inform the Resident that the family income has exceeded the over-income limit for one year, and that if the family’s income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to a higher rent. If the HAC subsequently determines that the household income has exceeded the over-income limit for 24 consecutive months, the rent will be set at a higher level as prescribed above.

If at any time during the two-year over-income grace period, the HAC conducts an annual or interim redetermination and verifies that the family is now below the over-income limit, the over-income grace period will end and, if applicable, any over-income notices issued to the family during the over-

income grace period will be cancelled. The household will be entitled to a new two-year grace period if the household income exceeds the over-income limit at another time.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority of Covington's de-concentration goal, if appropriate.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Transfers may be processed within a site and from site to site. Deposits may be refunded according to housing policy and the last month's rent may be charged on a prorated basis.

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members.

Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.

Category C: Incentive Transfers. Responsible, long-term residents may be rewarded with a transfer to another apartment managed by the Housing Authority of Covington subject to the following conditions:

- a. The resident has lived in their current apartment for at least 3 years.
- b. The resident has not failed a housekeeping inspection for at least 2 years prior to being placed on the incentive transfer wait list and does not fail a housekeeping inspection while they are on the incentive transfer wait list.
- c. No documented lease violations have occurred within the resident's household for at least 1 year prior to being placed on the incentive transfer wait list and the resident's household remains free of documented lease violations while they are on the incentive transfer wait list. No lease termination proceedings may have occurred within 3 years of being placed on the incentive transfer wait list and the resident remains free of lease termination proceedings while they are on the incentive transfer wait list.
- d. The resident has fully paid their balance at the time they are placed on the incentive transfer wait list and must keep their account current while they are on the incentive transfer wait list.
- e. The resident has timely paid their rent without incurring late fees for the 12-month period prior to being placed on the incentive transfer wait list.

Residents who wish to be placed on the incentive transfer wait list may apply for consideration at their property managers office. Transfers may take place both within and between sites managed by the Housing Authority. Residents on the incentive transfer wait list will be drawn in order of seniority based on their length-of- stay with the Housing Authority of Covington. The Incentive Transfer program may be suspended by the Executive Director with written notice to all residents on the incentive transfer wait list.

Transfers to Mixed-Financed Properties-- The Housing Authority of Covington may, at its option, transfer one or more current residents to mixed-finance properties during the initial lease-up period. Transferees will occupy public housing units located within these properties which may be managed by either the Housing Authority of Covington or a private contractor. Residents will be required to sign a lease addendum agreeing to abide by lease requirements and house rules unique to the mixed-finance property. Households selected for this category of transfer must be drawn from the incentive transfer waitlist. Households that transfer to these properties will need to be eligible to have utilities turned on in their name.

Category D: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Housing Authority of Covington occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for **non-emergency** but medically advisable transfers, and other transfers approved by the Housing Authority of Covington when a transfer is the only or best way of solving a serious problem or rewarding exemplary behavior.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 SECURITY DEPOSIT AND RENT PRORATIONS FOR TRANSFERS

For residents transferring to other HAC properties, security deposits will be refunded as appropriate. Any rent or other charges owed will be subtracted from the deposit and a check issued to the resident for the remaining amount. A new security deposit will be charged at the new property.

Prorated rent will be charged to the exiting and accepting properties appropriately. The resident will be informed prior to the move of what prorations will be for each property.

Additionally, if the security deposit for the new unit is greater than the security deposit for the original unit, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the categories in Section 16.2 and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in categories C and D will be housed along with applicants for admission at a ratio of no more than four transfers per month.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) business days of being informed the unit is ready to rent. The family will be allowed seven (7) calendar days to complete a transfer.

The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Housing Authority of Covington and the family rejects two offers without good cause, the Housing Authority of Covington will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Housing Authority of Covington's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE (TRANSFERS)

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police). When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller.
- B. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- C. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority of Covington in the

following circumstances:

- A. When the transfer is needed in order to carry out modernization, disposition or demolition activities; or
- B. When action or inaction by the Housing Authority of Covington has caused the unit to be unsafe or inhabitable.

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

If transferring from one site to another within HAC-owned or managed properties, residents will be required to pay the prorated portion of rent until the keys are turned in on the former unit. They will pay the prorated portion of rent for the new unit beginning the day the 50058 HUD record is started. The Property Manager will discuss this with the resident prior to transfer.

In addition to prorating the rent, a resident cannot possess more than one subsidized unit greater than 7 days. Failure to turn in a former unit within 7 days, the resident will be responsible for the flat rent of the former unit, until possession is given back to HAC, or lease termination ends.

If transferring from one site to another, the security deposit will be closed out at the former address. Any applicable charges, rents, or fees will be deducted. If the resident owes a balance, they will be notified, and requested to pay immediately. Failure to pay balance will be grounds for lease termination. Any refunds back to the resident, will be processed and mailed within 30 days.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

16.7 RESIDENTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority of Covington. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

A resident may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority of Covington may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The Housing Authority of Covington will review the request in a timely manner and if a meeting is desired, it shall contact the resident within twenty (20) business days of receipt

of the request to schedule a meeting.

The Housing Authority of Covington will grant or deny the transfer request in writing within twenty (20) business days of receiving any requested documentation that supports the request for a transfer.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE HOUSING AUTHORITY OF COVINGTON IN TRANSFER POLICY

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer.

17.0 INSPECTIONS

Cooperation with all HAC inspections are a lease requirement.

An authorized representative of the Housing Authority of Covington and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Housing Authority of Covington file and a copy given to the family member.

An authorized Housing Authority of Covington representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority of Covington damages to the unit beyond normal wear and tear.

17.1 MOVE-IN INSPECTIONS

The Property Manager, or their designee, and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

17.2 ANNUAL INSPECTIONS

The Housing Inspector or Property Manager will inspect each public housing unit at

least twice a year, to ensure that each unit meets the Housing Authority of Covington's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment. In addition, residents are required to check all their smoke detectors on a monthly basis and immediately report any malfunctions or dead batteries to their Housing Manager.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Authority of Covington.

17.5 HOUSEKEEPING INSPECTIONS

Residents who fail an inspection due to housekeeping will be issued a lease violation and referred to housekeeping class. A re-inspection of the home will be rescheduled within 14 days by the management staff. If the family fails to comply with the re-inspection, or fails the re-inspection due to poor housekeeping, the lease violation will stand, and property management will move forward with termination. Failure to attend housekeeping class, will be a lease violation.

17.6. NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special I inspections, and housekeeping inspections, HAC will give the resident at least two (2) calendar days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Housing Authority of Covington has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 PRE-MOVE-OUT INSPECTIONS

When a resident gives notice that they intend to move, HAC will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority of Covington to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Housing Authority of Covington to ready units more quickly for the future occupants.

17.9 MOVE-OUT INSPECTIONS

HAC shall conduct the move-out inspection within 24 hours after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

When given a proper 30-day notice to vacate, a pre-move out inspection must be conducted no more than 14 days prior to the vacate date. This will allow the resident the opportunity to complete repairs or cleaning to avoid charges against the family's security deposit.

18.0 PET / ASSISTANCE ANIMAL POLICY

The Housing Authority of Covington allows for pet ownership in its developments with the written pre-approval of the Housing Authority. See Section 18.11 for exclusions that may affect the ownership of service/support/assistance/therapy animals.

18.1 PET/ASSISTANCE ANIMALS IN PUBLIC HOUSING

The Housing Authority of Covington allows for pet/assistance animal ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets/assistance animals, including the cost of fumigating or cleaning their units. In addition, residents are responsible if their pets/assistance animal(s) attack or harm any others whether they are fellow residents, visitors to the property, or Housing Authority of Covington staff members/contractors. In exchange for this right, resident assumes full responsibility and liability for the pet/assistance animal and agrees to hold the Housing Authority of Covington harmless from any claims caused by an action or inaction of the pet/assistance animal.

18.2 APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet or assistance animal into their unit. Residents must request approval on the Authorization for Pet / Assistance Animal Ownership Form that must be fully

completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet each year so it can be identified if it is running loose. Residents must provide evidence that their pet can be properly secured outside the affected area when Housing Authority staff or contractors are required to enter the unit.

18.3 TYPES AND NUMBER OF PETS

The Housing Authority of Covington will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

A maximum of two pets per unit will be allowed according to this schedule.

Unit Size	Pets
Zero Bedroom	1
One Bedroom	1
Two Bedrooms	1
Three Bedrooms	2
Four or More Bedrooms	2

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. City ordinances on banned animals will be upheld.

No animal may exceed twenty (20) pounds in weight projected to full adult size.

18.4 INOCULATIONS

In order to be registered, pets/assistance animals must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian, state or local official, or the provider of the appropriate inoculation material shall be annually filed with the Housing Authority of Covington to attest to the inoculations.

18.5 PET DEPOSIT

A pet deposit of \$200 for all uncaged or contained animals is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. A separate deposit is required for each pet. Add \$200 pet deposit per bird cage and fish tank over 10 gallons, with a maximum tank of 35 gallons.

18.6 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet and \$10 a month pet fee, whichever is greater. Residents who are registered with a pet as of July 1, 2015, shall be exempt from the monthly fee. Also, any animal related insect or rodent infestation in the pet owner's unit will be the financial responsibility of the pet/assistance animal owner and the Housing Authority of Covington reserves the right to exterminate and charge the resident.

18.7 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet/assistance animal and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Housing Authority of Covington personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or another nuisance may result in the owner having to remove the pet/assistance animal or move him/herself.

Pets/assistance animals who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

18.8 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the Housing Authority of Covington designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals, no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/building(s). This shall be implemented based on demand for this service.

If animal control charges a fee for coming to the site because of a particular call or service, this fee shall become with responsibility of the pet's owner with a 10% override being added for the involvement of the Housing Authority of Covington.

18.9 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the HA will have the right to enter the premises and take the uncared-for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets/assistance animal from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet/assistance animal owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet/assistance animal causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet/assistance animal owner who violates any other conditions of this policy may be required to remove his/her pet/assistance animal from the property within 10 calendar days of written notice from the Housing Authority. The pet/assistance animal owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

All cats and dogs must wear a tag at all times.

18.10 REMOVAL OF PETS

The Housing Authority of Covington, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Housing Authority of Covington has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

18.11 EXCLUSIONS

The pet policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities unless they are vicious animals as described above. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing them neighbors or acting in a vicious manner. The person requesting this exclusion to the Pet Policy must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Housing Authority of Covington will verify the existence of the disability, and the need for the accommodation- if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional, that has an established relationship with the resident that is requesting the accommodation, that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the Housing Authority of Covington is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not

required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

The documentation for the assistance animal shall include that it is spayed or neutered, inoculations are current by a local veterinarian, and any licensing that is required by state or city is updated. This information will be required to be updated annually. Damages that occur to the resident's unit or common areas, by any assistive animal or pet, will be charged to the resident once the work order is completed.

Visiting pets (other than assistive animals), or pets owned by someone other than the Resident, are not allowed.

19.0 REPAYMENT AGREEMENTS

When a resident owes the Housing Authority of Covington retroactive rent or back charges and is unable to pay the balance by the due date, the resident may request that the Housing Authority of Covington allow them to enter into a Repayment Agreement. The Property Manager has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months unless extraordinary circumstances exist. The initial payment shall equal or exceed 25% of the amount due unless it is specifically waived by the Deputy Director in writing. If feasible, the total amount paid will not exceed 40% of monthly adjusted income. All Repayment Agreements must be in writing and signed by both parties. They must include the following elements:

- A. References to the paragraphs in the Public Housing lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- B. The monthly retroactive rent payment amounts are in addition to the family's regular rent contribution and is payable to the PHA.
- C. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- D. Late or missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

- E. Fraud: Any amounts owed in the amount of more than \$2,500, HAC will not enter into a repayment agreement, unless approval is granted by the Executive Director. HAC may pursue lease termination and refer the case to HUD's Office of Inspector General for prosecution.

20.0 TERMINATION

20.1 TERMINATION BY RESIDENT

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The Housing Authority of Covington will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e., utilities), or repeated chronic late payment of rent (two times in a six-month period).
- b. failure to keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition.
- c. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews, or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income.
- d. furnishing false or misleading information during the application or review process.
- e. assignment or subleasing of the premises or providing accommodation for boarders or lodgers.
- f. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease or permitting its use for any other purpose without the written permission of the Landlord.
- g. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and wellbeing of the housing development and the Residents.
- h. failure to abide by applicable building and housing codes materially affecting health or safety.
- i. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner.
- j. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.

- k. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts.
- l. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas.
- m. any activity by a household member, guest, or any other person on the premises under the Resident's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Landlord. This includes but not limited to harassment, bullying, and physical threats. There is zero tolerance for adults and youth bullying on HAC premises.
- n. failure to abide by the provisions of the pet policy.
- o. allowing any animal not approved in advance in writing to visit the premises for any length of time.
- p. any violent or drug-related criminal activity caused by a household member, guest, or any other person under the Resident's control, of or off the premises. This can include, but not limited to: the manufacturing and/or cultivation of suspected illegal substances.
- q. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- r. failure to perform required community service of eight (8) hours per month, 96 hours a year, or be exempted there from according to 24 CFR 960.600-960.609.
- s. failure to allow inspection of the dwelling unit.
- t. determination that a family member has knowingly permitted an ineligible non-citizen, not listed on the lease, to permanently reside in their public housing unit.
- u. determination or discovery that a resident is a registered sex offender.
- v. upon notification from the City of Covington Code Enforcement Department that the leased premises has been classified as a "criminal activity nuisance" and the actions or inactions of the Resident, household member, or other person under their control led to this classification.
- w. removing any batteries from a smoke detector or failing to notify the Landlord if the smoke detector is inoperable for any reason.
- x. failure to promptly notify the Landlord of any pest infestations noted in or around their dwelling unit.
- y. failure to comply with pest control treatment preparation instructions, included but not limited to: failure to pay for pest control costs due to refusals, poor housekeeping, or failure to prepare.
- z. violation of the Landlord's Smoking Policy.
- aa. failure to comply with federal, state, county or local firearm statutes and/or regulations.
- bb. failure to comply with City of Covington Code of Ordinances Nuisance code.

- cc. the discharge of any weapon (including a starter pistol) which will or is intended to expel a projectile by the action of an explosive, compressed air or other gas, a spring wire, a bow or sling or other similarly designed device within the geographical area of the Landlord's property by tenants, their household members, guests and other persons under their control.
- dd. repeated violations of the Landlord's parking policy.
- ee. failure to abide by local curfew ordinances; or
- ff. illegal dumping on the Landlord's property.
- gg. Repeated violations within a six-month period of material terms of the lease.
- hh. Residents are prohibited from allowing former residents of HAC, who have been evicted, to occupy the unit for any period of time.
- ii. Residents who knowingly encourage or allow any person on the HAC "NO TRESPASS LIST" to visit or reside in their home, or on the property of any HAC-owned or managed properties. Lists are updated frequently and available for viewing in each property management office.
- jj. Families must advise HAC if they will be absent from the unit for more than 30 days, make arrangements to secure the unit, and provide contact information in case of emergency.
- kk. In the event a resident is charged retro rent, in the amount of \$2,500 or greater, this will be considered criminal fraud, and the Housing Authority will move to evict based on criminal fraud. The Housing Authority reserves the right to prosecute for failure to report timely or provide verification of income, assets or household composition.

If an individual or family's lease is terminated, the Property Manager will notify the local post office serving the development that the individual or family no longer lives there.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Property Manager may consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

20.3 VAWA PROTECTIONS

Under the Violence Against Women Act (VAWA), public housing residents have the following specific protections, which will be observed by the Housing Authority of Covington:

An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. This is also true even if the household member is not a signatory to the lease. Under VAWA, the Housing Authority of Covington is granted the authority to bifurcate the lease.

The Housing Authority will honor court orders regarding the rights of access or control of the property.

There is no limitation on the ability of the Housing Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the Housing Authority evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The Housing Authority of Covington shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined below and must be submitted within 14 business days after receipt of the Housing Authority’s written request for verification.

20.3A. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

The Housing Authority of Covington shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

- A. **Requirement for Verification.** The law allows, but does not require, the Housing Authority of Covington to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

- B. **HUD-approved form (HUD-50066)** – By providing to the Housing Authority a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
1. **Other documentation** – by providing to the Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
 2. **Police or court record** – by providing to the Housing Authority a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

- C. ***Time allowed to provide verification/ failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Housing Authority to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.

- D. ***Managing conflicting documentation.*** In cases where the Housing Authority of Covington receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the Housing Authority of Covington may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. The Housing Authority of Covington shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

20.3B CONFIDENTIALITY

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

- A. Requested or consented to by the individual in writing. Required for used in an eviction proceeding; or

- B. Otherwise required by applicable law.

The Housing Authority of Covington shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

20.4 TERMINATION FOR CRIMINAL ACTIVITY

- A. The term “due process determination” means a determination by HUD that law covering the Housing Authority of Covington’s jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.

B. HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The Housing Authority of Covington has therefore determined that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority of Covington's public housing premises by other residents or employees of the Housing Authority.
2. Any violent or drug-related criminal activity on or off such premises; or
3. Any activity resulting in a felony conviction.

20.5 RETURN OF SECURITY DEPOSIT FOR FORMER TENANTS

Residents who move from HAC properties may be eligible for a refund of their security deposit.

Upon vacating the assigned apartment, the resident (former resident) will be mailed an itemized statement of charges assessed to their account and detailed explanation how the security deposit will be used. If the former resident is owed a security deposit refund, it will be mailed within 30 days of vacating apartment to the address provided on the vacate form or last known address, if vacate form was not completed by the resident. If a balance is owed, the former resident will have 30 days to pay or dispute charges, then the account will be placed in collections for recovery.

If State law requires the payment of interest on security deposits, it shall be complied with.

20.6 THE EIV'S DECEASED TENANTS REPORT

The Housing Authority of Covington shall generate the EIV's Deceased Tenants Report monthly shortly before either the end of the month or creating rent statements to see if the system flags deceased residents. The Housing Authority of Covington shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

If it is a single member household, the Housing Authority shall immediately visit the unit and determine if it is vacant or occupied by an unauthorized person. If improperly occupied, the Housing Authority shall take immediate eviction actions under state law. If the property is occupied by a live-in-aide to the deceased person, the aide must move out immediately and is not eligible for continued occupancy or rental assistance.

21.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces is the part-time military personnel that serve in various Reserve and National Guard units. The Housing Authority of Covington is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Housing Authority of Covington wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guarding will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the result of the check dictates that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserve or National Guard can be very disruptive to a family's income, the Housing Authority of Covington will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically, a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active-duty service.

22.0 FRAUD AND PROGRAM VIOLATIONS

This policy shall apply to all housing programs administered by the Housing Authority, unless specifically noted.

It is the policy of the Housing Authority to identify and aggressively pursue applicant and resident program violations and fraud with the goal of minimizing program violations and eliminating fraud; and ensuring the correct amount of Assistance is provided to eligible families. HAC shall work cooperatively with other federal, state and local government agencies, in the pursuit of applicant, resident, and landlord fraud cases and continue to develop partnerships to improve communication of information among government agencies that provide benefits or services to HAC residents. Departments responsible for implementing this policy shall diligently investigate and resolve any program violations or fraud.

A. A program violation or fraud occurs whenever a resident or applicant receives a benefit for which he or she is not eligible, or when a resident or applicant receives a benefit more than the amount for which he or she is eligible. Fraud is the intentional deception resulting in injury to another including the false and material misrepresentation made by one who either knows it is falsity or is ignorant of truth, the maker's intent that that representation be relied on by the person and in a manner reasonably contemplated, the person's ignorance of the falsity of the representation, the person's rightful or justified reliance and proximate injury to the person.

B. Applicant and resident program violations and fraud take many forms including, but not limited to: under reported and unreported income and assets, false identities, and unauthorized boarders and lodgers. Applicant and resident program violations and fraud are discovered primarily through HUD's enterprise Income Verification system and other data matching reporting, the personal observations of HAC staff, reports received from residents and others, and through the annual and interim recertification process. HAC staff shall remain constantly aware of the possibility of program violations and fraud and shall be vigilant in observing circumstances that may indicate potential program violations or fraud. This includes, but is not limited to, residents and applicants with possessions or a lifestyle that cannot be supported on their reported income; residents who say they are unemployed who have departure and arrival patterns consistent with employment; and the arrival and departure patterns of guests.

C. Grievances. If an adverse action is to be taken against a resident who has committed a program violation or fraud the resident may request a grievance hearing in accordance with HAC grievance policy. Any applicant denied admission as a result of a program violation or fraud may request a review in accordance with HAC admissions policy.

D. Penalties for Program Violations and Fraud. Any applicant who has committed a

program violation or fraud shall be denied admission in accordance with HAC Admission and Occupancy policies. Any resident who has committed a program violation or fraud shall reimburse the Housing Authority for housing benefits for which they were not entitled or eligible for. Calculations of benefits for which the resident was not entitled or eligible for shall be from the point in time the program violation or fraud first occurred. HAC shall offer no waivers or reductions to the amount of reimbursement due the Housing Authority. HAC may terminate the residents housing assistance and bring legal action to recover any amount for which they were not entitled or eligible for. In addition, any resident found guilty of fraud may be prosecuted in municipal, state or federal court. The Housing Authority, at its discretion, may pursue all applicable remedies in cases of fraud, including, but not limited to, denial of application for housing assistance, cancellation from housing program wait lists, termination of housing assistance, eviction, civil proceedings to recover overpaid housing assistance and investigation and legal costs or referral to other government agencies for criminal prosecution. All fraud cases totaling more than \$2500, will result in lease termination and court proceedings for fraud.

E. Reimbursement. HAC may enter into a repayment agreement for the amount to be reimbursed for housing benefits for which the resident was not entitled or eligible for in accordance with HAC policy on repayment agreements.

PROCEDURES:

A. HAC Applicant Investigation.

1. If any program violation is suspected or discovered by Leasing staff, staff shall assess the information provided, and investigate the allegations to the extent possible.
2. Following his or her initial investigation, staff shall refer their findings to the Leasing Manager.
3. The Leasing Manager shall assess the information provided to determine if there is sufficient evidence of a program violation by the applicant and the type of violation committed, if denial of their application is warranted in accordance with HAC Admission and Occupancy policies, or if further investigation is needed.
4. If the assigned staff is unable to conclude the investigation within the 45 days, the case may be referred to the Legal or Fraud Investigator for further investigation.

B. HAC Resident Investigation

1. If a program violation by a resident is discovered or suspected, the Property Manager, or specialist will assess the information, investigate through discussion with the resident, requesting 3rd party verification, credit report, tax return, etc. as necessary; and resolve to the extent possible.
2. If HAC finds, based on EIV, other data-matching programs, or other information gathered, that a resident has failed to disclose income or assets, or has misrepresented his or her income or assets and as a result has received benefits in excess of, or in violation of, program requirements, the finding shall be documented and reported to the Leasing Manager.
3. All documentation must be kept in the resident file.
4. Following his or her initial investigation, if a HAC staff member is not able to resolve the suspected program violation, they will discuss the case with his or her supervisor, either the Property Manager or Senior Housing Manager to determine next steps for the investigation or resolution.
5. The Leasing Manager or Senior Housing Manager will review the information gathered by the staff to determine:
 - * If there is sufficient evidence of a program violation;
 - * The type of violation;
 - * If the resident should continue to receive housing assistance;
 - * If a repayment agreement should be offered;
 - * If termination of housing assistance is warranted.
6. If further investigation is needed, the Leasing Manager may enlist the Covington Police Department for help with the investigation.
7. Any investigation that is not resolved will be discussed with the Deputy Director of HAC.
8. The Deputy Director of HAC shall determine next steps for the investigation or resolution. Legal can be consulted at any time for guidance.
9. If it is determined that no violation can be substantiated, staff shall document the file accordingly and close the investigation.
11. If a significant amount of money is involved and there is strong evidence of fraud, the Leasing Manager will then submit to Legal or the OIG for review.

Calculating Reimbursement

1. Residents must reimburse HAC for housing benefits they were not entitled or eligible for.
2. If it is determined that the submission of information was a program violation, staff shall re-calculate the resident's rent and determine the amount of back rent due and provide the resident notice of the change in rent and amount of back rent due.

C. Reimbursement for Overpayment of Assistance

1. Once the reimbursement is determined and confirmed by the Leasing Manager or designee, staff shall charge the full amount due to the residents account.
2. As an alternative, the Senior Housing Manager or designee may offer a repayment agreement in accordance with HAC policy.
3. Legal must be consulted if termination is recommended by the Senior Housing Manager

D. Repayment Agreements

1. The Property Manager or designee prepares the repayment agreement, in accordance with the Repayment Agreement policy.
2. A record of all repayment agreements and of the amounts recovered shall be kept through the tenant accounting. HUD regulations (24 CFR792.204) require housing authorities to retain records of all repayment agreements and of the amounts recovered pursuant to each repayment agreement.
3. For a resident who defaults on their repayment agreement, the full balance becomes due. Staff will cancel the payment agreement and enter a charge to the residents account for the remaining balance due. Staff shall issue a 14 day Notice for the full balance due.

E. HUD's EIV Debt Owing Module

1. When the resident vacates, all debt owing shall be entered into HUD's EIV Debt Owing module the Housing Specialist.
2. Staff must mark the appropriate termination status when closing out the account.

23.0 PRIVACY

The Housing Authority of Covington is strongly committed to protecting the privacy of people dealing with the agency to the greatest degree practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority follows to the greatest degree practical. Details about these requirements are set forth in PIH Notice 2015-16 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

24.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

24.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the Housing Authority of Covington, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

24.2 CONFLICT OF INTEREST

Neither the Housing Authority of Covington nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with any program in which any of the following classes of person has any interest, direct or indirect, during his or her tenure with the Housing Authority of Covington or for one year thereafter:

- A. Any present or former member or officer of the Housing Authority (except a participant commissioner).
- B. Any employee of the Housing Authority or any contractor, subcontractor or agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs.
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the Housing Authority of Covington's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict-of-Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of the Housing Authority of Covington for good cause.

24.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

24.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the Housing Authority of Covington's Personnel Policy or as determined by action of the Board of Commissioners.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which resident rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor as evidenced by a court order is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Assistance applicant: A family or individual that seeks admission to the public housing program.

Bifurcate: with respect to a public housing or Section 8 lease, it means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Business Days: Days the housing authority is open for business.

Caregiver: A caregiver refers to someone who directly cares for a child, under the age of 18, with serious illness or disability.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Community service: 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.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. Arrests alone are not sufficient evidence of criminal activity.

Dating Violence: 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.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that

is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head (including co-head), spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), 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 laws. (24 CFR 5.403(b))

Displaced Person: 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 laws. [1937 Act]

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, 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 persons acts under the domestic or family violence laws of the jurisdiction.

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work

placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age; 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)

Elderly/Disabled Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Employment: Employment for admission preference purposes is defined as:

Employment must be current and have lasted a minimum of **90** calendar days prior to the time the preference is claimed. The employment must provide a minimum of **20** hours of work per week for the family member claiming the preference.

The amount of earned income shall not be a factor in granting this preference.

The employment part of this preference is also extended equally to (1) a family if the head, spouse, or sole member is 62 years of age or older or who is receiving social security or Supplemental Security Income disability benefits or any other payments based on the individual's inability to work and, (2) any family whose head, spouse, co-head or unrelated partner of head of household is currently a full time student or enrolled in an employment training program.

Extremely low-income families: Those families whose incomes do not exceed the higher of 30% of the median income for the area (as determined by HUD with adjustments for smaller and larger families) or the Federal poverty level, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:

- A. 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).
- B. An elderly family.
- C. A near elderly family.
- D. A disabled family.
- E. A displaced family.
- F. The remaining member of a resident family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority based on a HUD mandate that it be set at no less than 80% of the FMR, adjusted for tenant-paid utilities. PHAs have the flexibility to conduct reexaminations of family income once every three years instead of annually for families that choose to pay the flat rent. The flat rent amount a family pays is not locked in for the three-year period. Instead, the PHA must revise the flat rent amount from year to year based on the findings of the PHA's rent reasonableness analysis and changes to the FMR.

Full-Time Student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Gender Identity: Actual or perceived gender-related characteristics.

Guest: Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Homeless: An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- B. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- C. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

or any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- b. Has no other residence; and
- c. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Immediate Family Member: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting provided on a regular basis).

Income Method: A means of calculating a family's rent based on the greater of 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

Live-In Aide: An adult who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- a. Is determined to be essential to the care and well-being of the persons.
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

A live-in aide is not a party to the lease.

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animal, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Mixed population development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in resident selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other person under the resident's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the resident's control.

Participant: A family or individual that is assisted by the public housing program.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with Disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 3602?

- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long continued and indefinite duration.
 - 2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions or

C. Has a developmental disability as defined in 42 U.S.C. 6001?

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

Personally Identifiable Information (PU): Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Premises: for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFRS.520)

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Resident Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left.

Resident: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Resident Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, resident rent equals total resident payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, resident rent equals total resident payment less the utility allowance. (24 CFR 5.603(d))

Responsible Entity:

- A. For the public housing program, the Section 8 resident-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD.
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Self-Declaration: A type of verification statement by the resident as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Sensitive Personally Identifiable Information: **PII** that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

Sexual Orientation: Homosexuality, heterosexuality, or bisexuality.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits.
 - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - 3. because a family member has not complied with other welfare agency requirements.

Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or 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 (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds thirty (30) calendar days, the Housing Authority must agree to the absence.

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Resident Payment (TTP):

- A. Total resident payment for families whose initial lease is effective on or after August 1, 1982:
 - 1. Total resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
 - a. 30% of the family's monthly adjusted income.
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
 - 2. Total resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total resident payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total resident payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Tuition: The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an entire academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large portion of all students. The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website.

Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).

Expenses related to attending an institution of higher education must **not** be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

For Section 8 programs only, PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

For the Public Housing program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total resident payment for the family occupying the unit. (24 CFR 5.603)

VAWA: The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the areas on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Veteran: One who served in the US military and received an honorable or general discharge.

Victims of Domestic Violence: Individuals or families who have been or are being subjected to or victimized by violence by a member of the family or household. The Housing Authority of Covington will require evidence that the family has been displaced as result of fleeing violence in the home. Individuals and families are also eligible for this preference if there is proof that the individual or family is currently living in a situation where they are being subjected to or victimized by violence in the home. Evidence or proof may include a Protection from Abuse Order, police report, or written verification that the individual or family is living in an emergency shelter because the individual or family has been subjected to or victimized by violence by a member of the family or household. The following criteria are used to establish an individual's or a family's eligibility for this preference:

- A. Verified actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family or where the family has fled its housing to escape from an abuser.
- B. The actual or threatened violence must have occurred within the past 30 calendar days or be of a continuing nature.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced as a result of domestic violence.

The applicant must certify that the abuser will not reside with the applicant unless the Housing Authority gives prior written approval.

The Housing Authority will approve the return of the abuser to the household under the following conditions:

- A. The Housing Authority verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of the recurrence of violent behavior.
- B. A counselor, therapist or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

If the abuser returns to the family without approval of the Housing Authority, the Housing Authority will deny or terminate assistance for breach of the certification.

If the family requests it, the Housing Authority of Covington will try to ensure that the new location of the family is concealed.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Arrests alone are not sufficient evidence of criminal activity.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term "assistance" to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term "assistance" excludes:

- A. Nonrecurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need.
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).
- C. Supportive services such as childcare and transportation provided to families who are employed.
- D. Refundable earned income tax credits.
- E. Contributions to, and distributions from, Individual Development Accounts.
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Written notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Resident Payment

HOUSING AUTHORITY OF COVINGTON PUBLIC HOUSING GRIEVANCE PROCEDURE

1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Housing Authority of Covington's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the Housing Authority of Covington or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Housing Authority of Covington or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction.
 2. Right of the resident to be represented by counsel.
 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.

- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
1. Who resides in the unit and who executed the lease with the Housing Authority of Covington as lessee of the premises, or, if no such person now resides in the premises,
 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Housing Authority of Covington of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

3.0 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to the Housing Authority of Covington office or to the office of the development in which the resident resides, so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days, with one copy given to the resident and one copy retained for PHA records. The summary shall specify the names of those involved, dates, reason for the grievance, and the discussion outcome. The resident will also be given a copy of the process to request a hearing if the resident is not satisfied.

4.0 PROCEDURES TO OBTAIN A HEARING

4.1 REQUEST FOR HEARING

The resident shall submit a written request for a hearing to the Authority or the property management office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

When submitting a request for a hearing, the resident should include their name, current phone number, current address, and an email address. The resident is responsible to ensure the agency has a good working phone number on file.

In-Person Hearing – Once a request for an in-person hearing has been submitted, the resident will receive a letter in the mail with the date, time, and location of the hearing. It is up to the resident to notify the Housing Authority if the specified date and time do not work. The resident is required to attend the hearing at the specified date and time. Failure to attend without just cause will result in the Hearing Officer's automatic ruling for the Housing Authority of Covington.

Teleconference Hearing – The Housing Authority offers the option to conduct Hearings via telephone conference calls. If the resident requests a teleconference call, a form with instructions will be sent to the resident with the hearing appointment.

4.2 SELECTION OF A HEARING OFFICER

A grievance hearing shall be conducted by an impartial person appointed by the Housing Authority of Covington other than a person who made or approved the action under review or a subordinate of such person.

4.3 FAILURE TO REQUEST A HEARING

If the resident does not request a hearing in accordance with this section, then the Housing Authority of Covington's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Housing Authority of Covington's action in disposing of the complaint in an appropriate judicial proceeding.

4.4 HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

4.5 SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Housing Authority of Covington. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

5.0 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Housing Authority of Covington does not make the document available for examination upon request by the resident, the Housing Authority of Covington may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority of Covington or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Housing Authority of Covington and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Housing Authority of Covington shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Housing Authority of Covington provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

7.0 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Housing Authority of Covington. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Housing Authority of Covington and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Housing Authority of Covington who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority of Covington's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Housing Authority of Covington action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Housing Authority of Covington or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.