

**RESOLUTION TO APPROVE REVISIONS TO THE
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
OF THE
MUSCATINE MUNICIPAL HOUSING AGENCY**

WHEREAS, a revision to the Public Housing Admissions and Continued Occupancy Policy is necessary to more efficiently administer the program and to comply with changes in Federal requirements; and,

WHEREAS, staff has reviewed Federal regulatory requirement along with Department of Housing and Urban Development and the Resident Advisory Board recommendations and has made revision for updating the Policy; and

WHEREAS, revisions to the Policy are in the best interest of the Muscatine Municipal Housing Agency and the community; and

WHEREAS, the City Council, acting as the MMHA Board of Commissioners, must authorize and approve all changes to the Public Housing Admissions and Continued Occupancy Policy.

NOW THEREFORE, BE IT RESOLVED, the City Council hereby approves and authorizes changes to the Public Housing Admissions and Continued Occupancy Policy

MOVED, PASSED, AND ADOPTED this 6th day of April 2017.

**BY THE CITY COUNCIL OF
THE CITY OF MUSCATINE, IOWA**

Diana L. Broderson, Mayor
City of Muscatine, Iowa

ATTEST:

Gregg Mandsager, City Clerk
City of Muscatine, Iowa

Summary of Revisions to the MMHA Public Housing Admissions and Continued Occupancy Policy

Policy	Proposal	Reason
	Chapter 1: OVERVIEW OF THE PROGRAM AND PLAN	
1-I.A. Overview	<p><i>The Muscatine Municipal Housing Agency is the HUD sanctioned Housing Authority for the County of Muscatine. The Agency is administered by the City's Housing department with City Council acting as the Agency Board of Commissioners with the input of the Public Housing Resident Advisory Board. The Housing Department is responsible for managing City public housing, tenant and project based rental assistance, the home ownership program, family self-sufficiency and programming to support academic achievement for children residing in public housing.</i></p> <p>This part describes the PHA's creation and authorization, the general structure of the organization, and the relationship between the PHA Board and staff.</p> <p>The Muscatine Municipal Housing Agency is the HUD sanctioned Housing Authority for the County of Muscatine. The Agency is administered by the City's Housing department with City Council acting as the Agency Board of Commissioners with the advice of the Public Housing Resident Advisory Board. The Housing department is responsible for managing City and not for-profit public housing, rental assisted privately owned housing, the home ownership program, and assisting with the Housing Rehabilitation and Housing Code Enforcement Programs.</p> <p>Goal Statement: To formulate, implement and administer nondiscriminatory programs that strive to provide low/moderate income households who reside or expect to reside in Muscatine County the opportunity to choose a healthy, safe dwelling and neighborhood, free of major harmful environmental influences, convenient to social, cultural, educational, commercial, recreational, and economic opportunities, within a reasonable expense to income ratio.</p> <p style="text-align: center;">Agency Flow Chart</p> <pre> graph TD HA["Housing Administrator-1 (reports to City Administrator & City Council)"] AHA["Assistant Housing Administrator"] HC["Housing Coordinator"] HM["Housing Manager 2 FT"] HMSI["Housing Maintenance Supervisor/Inspector-1"] OCA["Office Coordinator-1 PT"] MR["Maintenance Repairperson-1"] C["Custodian-3"] HA --- AHA HA --- HC HA --- HM HA --- HMSI AHA --- OCA HM --- MR HMSI --- C </pre>	Simplify statement
1-I.C. PHA MISSION	<p>The PHA's mission is to promote personal, economic and social upward mobility for very low-income families through the provision of affordable, safe, decent and sanitary housing and appropriate services. for very low income families and to manage resources efficiently. The PHA is to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.</p>	To more accurately reflect the role of MMHA

	Chapter 2: FAIR HOUSING AND EQUAL OPPORTUNITY	
2-I.A. OVERVIEW	<i>Iowa Code Chapter 216 also prohibits discrimination based on creed, age of visitors (may not prohibit visitors with children), or another person in any of the rights protected against discrimination by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this Chapter. No state or local nondiscrimination laws or ordinances apply.</i>	To accurately reflect applicable state code
Discrimination Complaints	<p>[Preamble] <i>In all cases, the PHA may advise the family to file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.</i></p> <p><i>Upon receipt of a housing discrimination complaint, the PHA is required to:</i></p> <ul style="list-style-type: none"> • <i>Provide written notice of the complaint to those alleged and inform the complainant that such notice was made</i> • <i>Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted</i> • <i>Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]</i> 	Language required to explain the PHA requirements under the new Affirmatively Furthering Fair Housing Law
PHA Policy	<p>Applicants or participants who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.</p> <p><i>Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as provide a copy of a discrimination form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).</i></p> <p><i>The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.</i></p> <p><i>Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.</i></p> <p><i>The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)</i></p>	Implementation of requirements under the new Affirmatively Furthering Fair Housing Law
2-II.A. OVERVIEW	<p>The PHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:</p> <p><i>"If you or anyone in your family is a person with disabilities, and</i></p>	A resident can

	<p>you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”</p> <p>A specific position and phone number will be provided as the contact person for requests for accommodation for persons with disabilities.</p>	<p>request an accommodation by talking to property management or any MMHA staff</p>
<p>2-III.D. IMPLEMENTATION PLAN</p> <p>Limited English Proficiency</p>	<p>If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.</p> <p>If the PHA determines it is appropriate to develop a written LEP plan, The following five steps will be taken in developing an appropriate LEP: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.</p>	<p>The remaining language are the mandated steps to developing a LEP, there is no option not to develop a plan.</p>
Chapter 3: ELIGIBILITY		
<p>3-I.J. GUESTS</p>	<p>A resident family must notify the PHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period.</p> <p>A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last <i>at least 14 -20</i> consecutive days <i>but not more than 90</i>). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.</p> <p>Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.</p> <p>Former residents who have been evicted are not permitted as overnight guests.</p> <p>Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.</p>	<p>Clarify when an exception should be requested and may be considered; match Admin Plan</p>
<p>3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS</p> <p>U.S. Citizens and Nationals</p>	<p>Family members who declare citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual’s declaration may not be accurate.</p> <p><i>Family members who claim to be eligible noncitizens must provide a valid permanent residency card or other documentation illustrating eligibility. Eligibility will be established using the SAVES system or whichever system is recommended or required by the Federal</i></p>	<p>Identifies the process actually used by staff</p>

	<p><i>government for this purpose.</i></p>	
<p>3-III.B. REQUIRED DENIAL OF ADMISSION</p>	<p>In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. <i>A record of arrest(s) alone will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity.</i> The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.</p>	<p>HUD issued guidance on the limitation of arrest records for denials and terminations</p>
<p>Previous Behavior</p>	<p>The PHA will deny admission to an applicant family if the PHA determines that the family:</p> <ul style="list-style-type: none"> Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past five years Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants Has a pattern of eviction from housing or termination from residential programs within the past five 7 years (considering relevant circumstances) Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program (Iowa State Law statute of limitations will supersede this denial(10years)) Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program Has engaged in or threatened violent or abusive behavior toward PHA personnel <p><i>Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.</i></p> <p><i>Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Including spoken or written words tending to intimidate or menace other involved, or suggested without being directly or explicitly stated. A declaration</i></p>	<p>Consistency in time frame used for past behaviors</p> <p>The Iowa statute of limitation does not supersede the requirement of PHAs to collect amounts owed to PHAs</p> <p>Addition of cyber stalking definition</p>

	<i>of intention or determination to inflict punishment or injury, in retaliation for, or conditionally upon, some action or course. Sending threatening or harassing emails, instant messages, or website entries. Repeated attempts to target a specific PHA staff member by directly contacting them, or indirectly using or disseminating their personal information, causing them distress, fear, or anger.</i>	regarding threatening behaviors toward staff
3-III.D. SCREENING Screening for Eligibility	The PHA will perform a criminal background check for every adult household member <i>using state and local records. If the applicant reports or the PHA has reason to believe any adult household members have resided or spent significant time in locations outside of the state of Iowa a national criminal background check will be conducted through a third-party service.</i> <i>If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, the PHA may will request a fingerprint card and will request information from the National Crime Information center (NCIC).</i>	This reflects the process used and gives us the option to investigate further if determined necessary
	The PHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission. <i>This screening may be conducted by a third-party service.</i>	Required notification
Screening for Suitability as a Tenant	The PHA will consider the family's history with respect to the following factors: Payment of rent and utilities Caring for a unit and premises Respecting the rights of other residents to the peaceful enjoyment of their housing Criminal activity that is a threat to the health, safety, or property of others Behavior of all household members as related to the grounds for denial as detailed in Sections 3-III. B and C Compliance with any other essential conditions of tenancy <i>If it appears an applicant will be denied for any of the reasons above, the PHA reserves the right to deny or admit the family on a case-by-case basis for mitigating circumstances.</i>	To maintain flexibility to meet the needs of applicants when appropriate
Resources Used to Check Applicant Suitability	In order to determine the suitability of applicants the PHA will examine applicant history for the past five years. Such background checks will include: <i>Past Performance in Meeting Financial Obligations, Especially Rent</i> PHA and landlord references for the past five years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether the PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again.	To address a significant barrier

Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit and whether the applicant can get utilities turned on in his/her name. (Use of this inquiry will be reserved for applicants applying for units where there are tenant-paid utilities.) *If tenant cannot have utilities turned on in his/her name the PHA must be notified and request permission to have utilities in another person's name. The PHA may request verification of this person's legal residence prior to occupancy.*

If an applicant has no rental payment history the PHA will check court records of eviction actions and other financial judgments, and credit reports. ~~A lack of credit history will not disqualify someone from becoming a public housing resident, but a poor credit rating may.~~

Applicants with no rental payment history will also be asked to provide the PHA with personal references. The references will be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant ~~will~~ *may* also be required to complete a ~~checklist~~ *budget* documenting their ability to meet financial obligations.

If previous landlords or the utility company do not respond to requests from the PHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.)

Disturbances of Neighbors, Destruction of Property or Living or Housekeeping Habits at Prior Residences that May Adversely Affect Health, Safety, or Welfare of Other Tenants, or Cause Damage to the Unit or the Development

PHA and landlord references for the past five years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances.

Police and court records within the past five years will be used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction. *A record of arrest(s) alone will not be used as the basis for the denial or proof that the applicant engaged in disqualifying activity.*

some residents have while proactively addressing the issue of unauthorized residents.

For applicants poor credit is often the result of the limited incomes rather than irresponsibility

More informational and assists the applicant/tenant to understand their situation

HUD issued guidance on the limitation of arrest records for denials and terminations

	<p>A personal reference will be requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant may will also be required to complete a checklist <i>documentation of ing</i> their ability to care for the unit and to avoid disturbing neighbors.</p> <p>Home visits may be used to determine the applicant's ability to care for the unit.</p>	
<p>3-III.E. CRITERIA FOR DECIDING TO DENY ADMISSION</p> <p>Consideration of Circumstances</p>	<p>The PHA will consider the following factors <i>and circumstances</i> prior to making its decision:</p> <p>The seriousness of the case, especially with respect to how it would affect other residents' safety or property</p> <p>The effects that denial of admission may have on other members of the family who were not involved in the action or failure <i>to act</i></p> <p>The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.F) a victim of domestic violence, dating violence, sexual assault, or stalking</p> <p>The length of time since the violation occurred, <i>including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future</i></p> <p><i>While a record of arrest(s) alone will not be used as the basis for denial, an arrest may, however, trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:</i></p> <p><i>Any statements made by witnesses or the applicant not included in the police report</i></p> <p><i>Whether criminal charges were filed</i></p> <p><i>Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal</i></p> <p><i>Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity</i></p> <p><i>Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property</i></p> <p>Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs</p> <p>In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully</p>	<p>HUD issued guidance on the limitation of arrest records for denials and terminations</p>

	<p>completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully</p> <p>The PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.</p>	
Removal of a Family Member's Name from the Application	<p>As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit.</p> <p>After admission to the program, <i>Prior to occupancy</i> the family must present evidence of the former family member's current address upon PHA request.</p>	To proactively address the issue of unauthorized residents
	Chapter 4: APPLICATIONS, WAITING LIST AND TENANT SELECTION	
4-I.B. APPLYING FOR ASSISTANCE	<p>Depending upon the length of time between the date of application and the availability of housing, the PHA may use a one- or two-step application process.</p> <p>A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and the amount of rent the family will pay.</p> <p>A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, the PHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility <i>and the amount of rent the family will pay when selected from the waiting list.</i></p> <p>Families may obtain application forms from the <i>management or</i> PHA's offices during normal business hours. Families may also request – by telephone, <i>e-mail</i> or by mail – that an application form be sent to the family via first class mail.</p> <p>Completed applications must be returned to the PHA by mail, by fax, <i>e-mail</i>, or submitted in person during normal business hours. Applications must be filled out to completely in order to be accepted by the PHA for <i>placement on the waiting list</i> processing. If an application is incomplete, the PHA will notify the family of the additional information required.</p>	Clarify income information must also be provided at the time the eligibility interview
4-I.D. PLACEMENT ON THE WAITING LIST Eligible for Placement on the Waiting List	<p>The PHA will send written notification of the preliminary eligibility determination within 10 business days of receiving a completed application. If applicable, the notice will also indicate the waiting list preference(s) for which the family appears to qualify.</p> <p>Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. A final determination of eligibility</p>	Omit unnecessary step to use resources more efficiently

	and qualification for preferences will be made when the family is selected from the waiting list.	
4-II.B. ORGANIZATION OF THE WAITING LIST	<p>The waiting list will contain the following information for each applicant listed:</p> <ul style="list-style-type: none"> <i>Name and social security number of head of household</i> Unit size required (number of family members) Amount and source of annual income Accessibility requirement, if any Date and time of application Household type (family, elderly, disabled) Admission preference, if any Race and ethnicity of the head of household The specific site(s) selected 	Required components for managing the waiting list and regulatory compliance
4-II.C. OPENING AND CLOSING THE WAITING LIST	The PHA may will close the waiting list when the estimated waiting period for housing applicants on the list reaches 24 months for the most current applicants. Where the PHA has particular preferences or other criteria that require a specific category of family, the PHA may elect to continue to accept applications from these applicants while closing the waiting list to others.	Allow flexibility in managing the waiting list
4-II.F. UPDATING THE WAITING LIST Purging the Waiting List	<p>The waiting list will be updated as needed to ensure that all applicant information is current and timely.</p> <p>To update the waiting list, the PHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.</p> <p>The family's response must be in writing and may be delivered in person, by mail, <i>e-mail</i>, or by fax. Responses should be postmarked or received by the PHA not later than 105-business days from the date of the PHA letter.</p> <p>If the family fails to respond within 105 business days, the family will be removed from the waiting list without further notice.</p> <p>If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.</p> <p>If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 105-business days to respond from the date the letter was re-sent. If the family fails to respond within this time frame, the family will be removed from the waiting list without further notice.</p> <p>When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent the PHA</p>	10 days is the typical amount of time an applicant or tenant would have to respond to correspondence as is believed to be both more fair and reasonable in this circumstance

	<p>from making an eligibility determination; therefore no informal hearing is required.</p> <p>If a family is removed from the waiting list for failure to respond, the PHA may reinstate the family if the lack of response was due to PHA error, or to circumstances beyond the family's control.</p>	
<p>4-III.B. SELECTION METHOD Local Preferences</p>	<p>The PHA will use the following local preference:</p> <p><i>In order to bring higher income families into public housing, the PHA will establish a preference for "working" families, where the head, spouse, co-head, or sole member is employed at least 20 hours per week. As required by HUD, families where the head and spouse, or sole member is a person age 62 or older, or is a person with disabilities, will also be given the benefit of the working preference [24 CFR 960.206(b)(2)]. Work must be located within a reasonable distance from the property to make it likely that employment will continue upon residency.</i></p> <p><i>Applicants having completed an approved rental class will be given a preference over families with the same preference who have not.</i></p>	<p>Improve financial circumstances of public housing budget and incentivize working residents</p> <p>Improve the tenants understanding of their role as a renter</p>
Order of Selection	<p><i>Families will be selected from the waiting list based on preference. Among applicants with the same preference, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by the PHA.</i></p> <p><i>When selecting applicants from the waiting list, the PHA will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. The PHA will offer the unit to the highest ranking applicant who qualifies for that unit size or type, or that requires the accessibility features.</i></p> <p><i>By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application or higher preference status.</i></p> <p>Families will be selected from the waiting list based on time and date of application in accordance with appropriate bedroom size.</p>	Implement new preferences
<p>4-III.C. NOTIFICATION OF SELECTION</p>	<p>The PHA will notify the family by first class mail when it is selected from the waiting list.</p> <p>The notice will inform the family of the following:</p> <ul style="list-style-type: none"> Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview Who is required to attend the interview Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation Documents that must be provided at the interview to document eligibility for a preference <i>and determine household income</i>, if applicable 	Clarify income information must also be provided at

	<p>Other documents and information that should be brought to the interview</p> <p>If a notification letter is returned to the PHA with no forwarding address, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents the PHA from making an eligibility determination; therefore no informal hearing will be offered.</p>	the time the eligibility interview
	Chapter 5: OCCUPANCY STANDARDS AND UNIT OFFERS	
5-I.B. DETERMINING UNIT SIZE	<p>The PHA will use the same occupancy standards for each of its developments.</p> <p>The PHA's occupancy standards are as follows:</p> <p>The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:</p> <p style="padding-left: 40px;">Persons of the opposite sex (other than spouses, <i>co-heads, and other co-habiting adults and children under age 5</i>) will not be required to share a bedroom.</p> <p style="padding-left: 40px;">Persons of different generations will not be required to share a bedroom.</p> <p style="padding-left: 40px;">Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.</p> <p style="padding-left: 40px;">Single person families will be allocated a zero or one bedroom.</p> <p style="padding-left: 40px;">Foster children will be included in determining unit size.</p> <p><i>Persons other than authorized members of the assisted family must not use the assisted address for any purpose. An exception may be authorized by the PHA in cases where the PHA has approved utilities being placed in the name of a nonhousehold member.</i></p>	<p>Clarify adult relationships required to share a bedroom and address the issue of moves required as children of different genders age</p> <p>To clarify how the address is to be used and deter unauthorized household members</p>
5-I.C. EXCEPTIONS TO OCCUPANCY STANDARDS Processing of Exceptions	<p>All requests for exceptions to the occupancy standards must be submitted in writing.</p> <p>In the case of a request for exception as a reasonable accommodation, the PHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the PHA will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.</p> <p>Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.</p> <p>The PHA will notify the family of its decision within 10 business days of receiving the family's request <i>with all required documentation.</i></p>	Clarify when processing and notification of decision on a request will be made
	Chapter 6: INCOME AND RENT DETERMINATIONS	

<p>6-I.E. EARNED INCOME DISALLOWANCE Calculation of Disallowance Preamble</p>	<p>Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."</p> <p><u>PHA Policy</u></p> <p>The PHA defines prior income, or prequalifying income, as the family member's last certified income prior to qualifying for the EID.</p> <p>The family member's prior, or prequalifying, income remains constant (and as a baseline) throughout the period that he or she is participating in the EID.</p> <p><i>Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income." The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID.</i></p> <p><i>While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID. Residents qualifying prior to May 9, 2016 will have the disallowance calculated under the "Original Calculation Method" described below, which requires a maximum lifetime disallowance period of up to 48 consecutive months. Residents qualifying on or after May 9, 2016 will be subject to the "Revised Calculation Method," which shortens the lifetime disallowance period to 24 consecutive months.</i></p> <p><i>Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.</i></p>	<p>Regulatory change regarding Earned Income Disallowance calculations</p>
<p><i>Revised Calculation Method</i></p>	<p>Initial 12-Month Exclusion</p> <p><i>During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.</i></p> <p><u>PHA Policy</u></p> <p><i>The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.</i></p> <p>Second 12-Month Exclusion</p> <p><i>During the second exclusion period of 12 consecutive months, the PHA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.</i></p> <p><u>PHA Policy</u></p> <p><i>During the second 12-month exclusion period, the PHA will</i></p>	<p>Policy for implementing new regulatory requirements</p>

exclude 50 percent of any increase in income attributable to new employment or increased earnings.

Lifetime Limitation

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance.

6-III.A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS

Utility Reimbursement

Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

PHA Policy

The PHA will make utility reimbursements to the utility company.

The PHA may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$15.00 or less. Reimbursements must be made once per calendar-year quarter, either prospectively or retroactively, and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. The PHA must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship. The PHA must issue reimbursements that exceed \$15.00 per month on a monthly basis.

PHA Policy

The PHA will issue all utility reimbursements monthly.

Clarification of regulatory options but MMHA has elected to continue issuing utility reimbursements monthly

6-III.E. FLAT RENTS AND FAMILY CHOICE IN RENTS

Phasing In Flat Rents

When new flat rents requirements were implemented in 2014, HUD limited the increase for existing residents paying flat rent at that time to no more than 35 percent of the current tenant rent per year. In some cases, this meant that some residents had or will have their flat rents phased-in at the time of their annual recertification. To do this, PHAs conduct a flat rent impact analysis to determine whether a phase-in is or was necessary. For families whose flat rent is being phased-in, the PHA must multiply the family's current rent amount by 1.35 and compare the result to the flat rent under the PHA's policies. Families who have subsequently been admitted to the program or have subsequently selected flat rent will not experience a phase-in.

Notice PIH 2015-13 requires that flat rents must be phased in at the full 35 percent per year. PHAs do not have the option of phasing in flat rent increases at less than 35 percent per year.

~~For current residents whose rent would increase as a result of new flat rent requirements, the PHA must restrict the increases to no more than 35 percent of the current tenant rent per year. This would necessitate a phase-in of the rent increase.~~

Flat Rent Impact Analysis Calculation

~~In order to conduct a flat rent impact analysis, the PHA must multiply the family's current rent amount by 1.35 and compare the result to the flat rent under the PHA's policies.~~

PHA Policy

~~The PHA will conduct a flat rent impact analysis to determine the percentage increase in the family's rent amount. If the increase is greater than 35 percent, the PHA will phase in the rent increase at the maximum amount annually over a three year period so that it does not exceed 35 percent in any year until the flat rent is fully phased in. If the increase is 35 percent or less, there will be no phase-in [Notice PIH 2014-12].~~

Explanation of regulatory limit on increasing rent for a family on "flat rent"

<p>Flat Rents and Earned Income Disallowance</p>	<p>Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.</p> <p><i>Under the EID original calculation method, a family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their exclusion period would have the exclusion period continue while paying flat rent as long as the employment that is the subject of the exclusion continues. A family paying flat rent could therefore see a family member's exclusion period expire while the family is paying flat rent.</i></p> <p><i>Under the EID revised calculation method, a family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their exclusion period would have the exclusion period continue while paying flat rent regardless whether the employment that is the subject of the exclusion continues. A family paying flat rent could therefore see a family member's exclusion period expire while the family is paying flat rent.</i></p> <p>A family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their 48-month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying flat rent as long as the employment that is the subject of the exclusion continues, and the 48-month lifetime limit would continue uninterrupted. A family paying flat rent could therefore see a family member's 48-month lifetime limit expire while the family is paying flat rent.</p> <p>Flat Rents and Mixed Families [A&O FAQs]</p> <p>Mixed families electing to pay flat rent must first have a flat rent worksheet completed to see if the flat rent must be prorated. The worksheet is located in Appendix III of the <i>Form HUD-50058 Instruction Booklet</i>.</p> <p>If the flat rent is greater than or equal to the public housing maximum rent, there is no proration of flat rent and the family pays the flat rent for the unit.</p> <p>If the flat rent is less than the maximum rent, the worksheet will calculate a prorated flat rent. The mixed family will pay the prorated flat rent.</p>	<p>Explanation of how flat rents and earned income disallowance interact and addresses other policy implications</p>
Chapter 7: VERIFICATION		
<p>7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION Value of Assets and Asset Income</p>	<p><i>For families with net assets totaling \$5,000 or less, the PHA may accept the family's declaration of asset value and anticipated asset income. However, the PHA is required to obtain third-party verification of all assets regardless of the amount during the intake process, whenever a family member is added, and at least every three years thereafter.</i></p> <p style="text-align: center;"><u><i>PHA Policy</i></u></p>	<p>Implements streamlining regulations authorizing procedural changes for asset verifications to ease administrative</p>

	<p><i>For families with net assets totaling \$5,000 or less, the PHA will accept the family's self-certification of the value of family assets and anticipated asset income when applicable. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration.</i></p> <p><i>The PHA will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual's assets, and every three years thereafter.</i></p>	requirements
<p>7-I.E. SELF-CERTIFICATION Preamble</p>	<p>When HUD requires third-party verification, self-certification, or "tenant declaration," is used as a last resort when the PHA is unable to obtain third-party verification. Self-certification, however, is an acceptable form of verification when:</p> <ul style="list-style-type: none"> • A source of income is fully excluded • Net family assets total \$5,000 or less and the PHA has adopted a policy to accept self certification at annual recertification, when applicable • The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 9) <p>When the PHA was required to obtain third-party verification but instead relies on a tenant declaration for verification of income, assets, or expenses, the family's file must be documented to explain why third-party verification was not available.</p> <p>Self certification, or "tenant declaration," is used as a last resort when the PHA is unable to obtain third party verification.</p> <p>When the PHA relies on a tenant declaration for verification of income, assets, or expenses, the family's file must be documented to explain why third party verification was not available.</p>	Amendment of guidance on verification requirements
<p>7-II.B. SOCIAL SECURITY NUMBERS</p>	<p>The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.</p> <p>The PHA must accept the following documentation as acceptable evidence of the social security number:</p> <ul style="list-style-type: none"> • An original SSN card issued by the Social Security Administration (SSA) • An original SSA-issued document, which contains the name and SSN of the individual • An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual <p>The PHA may only reject documentation of an SSN provided by an applicant or resident if the document is not an original</p>	

	<p>document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.</p> <p><u>PHA Policy</u></p> <p>The PHA will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the PHA within 90 days.</p> <p><i>If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within 90 days. A 90-day extension will be granted if the PHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control.</i></p> <p><u>PHA Policy</u></p> <p>The PHA will grant one additional 90-day extension if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.</p> <p>When a resident requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The PHA may not add the new household member until such documentation is provided.</p> <p>When a resident requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the resident must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the PHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control. During the period the PHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.</p> <p><u>PHA Policy</u></p> <p>The PHA will grant one additional 90-day extension if needed for reasons beyond the resident's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.</p>	Mandated change for children moving into an assisted household
<p>7-III.A. EARNED INCOME</p> <p style="text-align: right;">Wages</p>	<p>For wages other than tips, the family must provide originals of the <i>most recent 60 days two most current</i>, consecutive pay stubs.</p>	<p>Longer period/more data allows more accurate calculation</p>
<p>7-III.I. ZERO ANNUAL INCOME STATUS</p>	<p>The PHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, and earnings are not being received by families claiming to have zero annual income.</p>	<p>Clarify committing</p>

	<i>Households claiming zero annual income will be required to submit certification indicating they do not receive income of any type, including in-kind and payments-in-lieu of cash.</i>	fraud if do not disclose income of any type
	Chapter 8: LEASING AND INSPECTIONS	
8-I.E. SECURITY DEPOSITS	<p>Tenant Responsibilities: Tenant agrees to pay an amount as posted at the time of initial occupancy of the rental unit. The amounts of security deposits shall be posted by bedroom size on July 1 each year. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b)(5)]</p> <p>Residents must pay a security deposit to the PHA at the time of admission admission unless it is a hardship on the family then the deposit can be made in two payments one half a time of signing lease and the balance within 30 days. The amount of the security deposit is provided below under <i>Schedule of Security Deposits</i> will be equal to the family's total tenant payment at the time of move-in, and must be paid in full prior to occupancy.</p> <p>The PHA will hold the security deposit for the period the family occupies the unit. The PHA will not use the security deposit for rent or other charges while the resident is living in the unit.</p> <p>Within 30 days of move-out, the PHA will refund to the resident the amount of the security deposit (including interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.</p> <p><i>The PHA will provide the resident with a written list of any charges against the security deposit within 30 business days of the move-out inspection.</i> If the resident disagrees with the amount charged, the PHA will provide a meeting to discuss the charges.</p> <p>If the resident transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.</p>	<p>Language not required to be restated in policy</p> <p>Tenants are not allowed to move in without paying the security deposit in full as good management practice</p> <p>Explanation of requirement and current practice</p>
8-I.F. PAYMENTS UNDER THE LEASE Rent Payments	<p><i>The tenant rent is due and payable at the PHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.</i></p> <p><i>If a family's tenant rent changes, the PHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.</i></p>	Clarification of process
Late Fees and Nonpayment	<p><i>At the option of the PHA, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].</i></p> <p><i>The lease must provide that late payment fees are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].</i></p> <p><i>The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a</i></p>	This section is clarification of what is allowed/required by HUD

hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

PHA Policy

~~Late Charges~~— Rent is due and payable in advance on the first calendar day of the month and late after the sixth day of the month. Rent paid on the 7th through the 10th calendar day of the month will be subject to a \$10/day late rent charge. Rent that is paid in full and mailed and postmarked by the 6th calendar day of the month will not be subject to late rent charges. Dishonored checks, money orders, and etc. are considered non payment unless the tenant provides verification by the bank that it was a bank error. Late rent charges are not to be construed as permission to pay

Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee equal to that charged by the financial institution will be charged to the family. The fee will be due and payable 14 days after billing.

~~The PHA shall provide written notice of the amount of any charge in addition to Tenant Rent and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the PHA's written notice of the charge. [966.4 (b) (4)]. At no time can the late fee exceed a tenants total monthly adjusted rent payment, it is however a lease violation and is subject repayment agreement and or termination.~~

~~If the family fails to pay their rent by the fifth day of the month, and the PHA has not agreed to accept payment at a later date, a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.~~

~~In addition, if the resident fails to make payment by the end of office hours on the fifth day of the month, a late fee of \$25.00 will be charged.~~

Three Day Notice to Pay or Quit

All tenants who failed to make the rent payment for that month, by the 10th of each month will be given a three day notice to pay or quite will be sent to the tenant. Minimum owed \$100.00 (Standard Notice)

Clarifies when fees will be charged and due.

	<p><u>Late Rent Payment Agreements</u> If tenants and manager work out a late rent payment agreement within the three day notice period a copy will be sent to the Housing Administrator and forwarded to the Finance Department. (Standard Notice) <u>No further action needed.</u></p> <p><u>End of Three Day Notice Period</u> At the end of three-day period tenants who have not contacted the housing manager, entered into a rent payment agreement, or paid the past due rent, will be sent a 14 day Notice to Vacate. (Standard Notice)</p> <p><u>Official 14 Day Notice to Vacate</u> The 14-day notices-will be mailed via first class mail <i>and certified mail</i> with a copy taped on the resident's door. The notice will indicate that all amounts are due by the end of the notice period and only the total amount will be accepted by the Finance Department. (Standard Notice)</p> <p><u>Late Rent Payment Agreements during 14-day Period.</u> If the tenant contacts the manager during this 14-day period, a late rent payment agreement may be entered into only with the Housing Administrators prior approval. A copy will be forwarded to the Finance Department by the Administrator. <u>No further action needed.</u></p> <p><u>Forcible Entry and Detainer Filed</u> If all collection attempts fail, the Housing Manager Manager will file a request for forcible entry with the County Clerk and receive a court date.</p> <p><u>Court Day</u> The sheriff will serve the tenant with papers and court date information. The Housing Manager Manager will attend court and defend <i>the PHA</i>our case. The PHA will follow court ruling.</p> <p><u>Procession of Unit</u> If the tenant fails to move out of the apartment as ruled the Housing Manager Manager will contact the sheriff's office as required and move all belongings in the unit to the nearest curb from the unit. After 48 hours the maintenance staff will dispose of all belongs from the curb. (See Sheriff's Eviction Procedures)</p>	
<p>8-II.B. TYPES OF INSPECTIONS Annual Inspections</p>	<p><i>The PHA will inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS). In addition, a housekeeping inspection will be conducted as part of the annual recertification process.</i></p>	<p>Explains current practice</p>
<p>8-II.D. INSPECTION RESULTS Housekeeping</p>	<p>Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, the PHA will provide proper notice of a lease violation.</p> <p>A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection</p>	

	<p>is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.</p> <p>Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. <i>Only one warning will be given. A second incidence may result in lease termination.</i></p>	To address the issue and seriousness of poor housekeeping
	Chapter 9: REEXAMINATIONS	
9-I.B STREAMLINED ANNUAL REEXAMINATIONS	<p><i>HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.</i></p> <p><i>Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.</i></p> <p><u>PHA Policy</u> <i>The PHA will streamline the annual reexamination process by applying the verified COLA or interest rate to fixed-income sources. The PHA will document in the file how the determination that a source of income was fixed was made.</i></p> <p><i>If a family member with a fixed source of income is added, the PHA will use third-party verification of all income amounts for that family member.</i></p> <p><i>If verification of the COLA or rate of interest is not available, the PHA will obtain third-party verification of income amounts.</i></p> <p><i>Third-party verification of fixed sources of income will be obtained during the intake process and at least once every three years thereafter.</i></p>	Implements streamlining regulations authorizing procedural changes for asset verifications to ease administrative requirements
9-I.D. CONDUCTING ANNUAL REEXAMINATIONS Criminal Background Checks	<p><i>Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].</i></p> <p><u>PHA Policy</u> <i>At the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.</i></p> <p><i>If the PHA proposes to terminate assistance based on sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)]. (See Chapter 13.)</i></p>	Adopts policy recommended by HUD

9-II.C. REEXAMINATION OF FAMILY COMPOSITION Criminal Background Checks	<p><i>Each household member age 18 and over will be required to execute a consent form for criminal background check as part of the annual update process. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.</i></p>	Adopts policy recommended by HUD
9-III.C. CHANGES AFFECTING INCOME OR EXPENSES PHA-initiated Interim Reexaminations	<p>The PHA will conduct interim reexaminations in each of the following instances:</p> <p>For families receiving the Earned Income Disallowance (EID), the PHA will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the 24-month eligibility period. For families receiving the Earned Income Disallowance (EID), the PHA will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the second 12-month exclusion period (50 percent phase-in period).</p> <p>If the family has reported zero income, the PHA will conduct an interim reexamination every 3 months as long as the family continues to report that they have no <i>earned</i> income.</p> <p>If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.</p> <p>If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the PHA will conduct an interim reexamination.</p> <p>The PHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.</p>	Removes language related to the old earned income disallowance requirements
Optional Reporting	<p><i>If a family reports a change that it was not required to report and that would result in an increase in the tenant rent, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.</i></p> <p><i>If a family reports a change that it was not required to report and that would result in a decrease in the tenant rent, the PHA will conduct an interim reexamination. See Section 9-III.D. for effective dates.</i></p> <p>Families may report changes in income or expenses at any time.</p>	Clarification of processes
9-III.D. PROCESSING THE INTERIM REEXAMINATION	<p>The family must notify the PHA of changes in writing within 10 business days of the change. may notify the PHA of changes either orally or in writing. If the family provides oral notice, the PHA may also require the family to submit the changes in writing. Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.</p> <p>Based on the type of change reported, the PHA will determine the</p>	Changes must be reported in writing to document compliance

	documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, <i>e-mail</i> , by fax, or in person.	
Chapter 10: PETS		
10-I.B. APPROVAL OF SERVICE ANIMALS AND ASSISTANCE ANIMALS	<p>For an animal to be excluded from the pet policy and be considered a service animal, it must be a <i>dog-trained by certified trainer dog</i>, and there must be a person with disabilities in the household who requires the dog's services.</p> <p>For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the PHA <i>must</i> approve a reasonable accommodation in accordance with the policies contained in Chapter 2.</p>	To match state law
10-I.C. CARE AND HANDLING	<p>Residents must care for service animals and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.</p> <p>Residents must ensure that service animals and assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.</p> <p>When a resident's care or handling of a service animal or assistance animal violates these policies, the PHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PHA determines that no such accommodation can be made, the PHA may withdraw the approval of a particular service or assistance animal.</p> <p><i>Resident must comply with all other pet policies.</i></p>	Clarify that service animals must comply with pet policies not explicitly waived in the approval process
10-II.B. MANAGEMENT APPROVAL OF PETS Registration of Pets	<p>Pets must be registered with the PHA before they are brought onto the premises.</p> <p><i>Pets must have the appropriate City license, if applicable.</i></p> <p>Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.</p> <p>Pets will not be approved to reside in a unit until completion of the registration requirements.</p>	Reinforce City Code
10-III.B. PET DEPOSITS & 10-IV.B. PET DEPOSITS Refund of Deposit	<p>The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.</p> <p>The resident will be billed for any amount that exceeds the pet deposit.</p> <p>The PHA will provide the resident with a written list of any charges against the pet deposit within +30 business days of the move-out inspection. If the resident disagrees with the amount</p>	To match notification requirements of rental deposits

	charged to the pet deposit, the PHA will provide a meeting to discuss the charges.	
	Chapter 11: COMMUNITY SERVICE	
11-I.B. REQUIREMENTS	<p>Each adult resident of the PHA, who is not exempt, must [24 CFR 960.603(a)]:</p> <ul style="list-style-type: none"> • Contribute 8 hours per month of community service; or • Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or • Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs). • <i>The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance [Notice PIH 2015-12].</i> <p><u>PHA Policy</u></p> <p>An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The PHA will make the determination of whether to permit a deviation from the schedule.</p> <p>Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify the PHA in writing within 5 business days of the circumstances becoming known. The PHA will review the request and notify the individual, in writing, of its determination within 10 business days. The PHA may require those individuals to provide documentation to support their claim.</p>	Explain clarification from HUD
Exempt Individual	The PHA will consider 2045 hours per week as the minimum number of hours needed to qualify for a work activity exemption.	Match with preference requirements and HUD recommendation
11-I.D. DOCUMENTATION AND VERIFICATION Documentation and Verification of Compliance	<p>At each regularly scheduled reexamination, each nonexempt family member presents a signed standardized certification form developed by the PHA of community service and self-sufficiency activities performed over the last 12 months [Notice PIH 2015-12].</p> <p>If qualifying community service activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide documentation required by the PHA. The PHA may require a self-certification or certification from a third party [24 CFR 960.607].</p> <p><i>If the PHA accepts self-certification of compliance with the community service requirement, it must provide a form which includes a statement that the client performed the required hours, contact information for the community service provider, a description of activities performed, and dates of service.</i></p> <p><i>If the PHA accepts self-certification, it must validate a sample of</i></p>	Reflects new regulations and guidance

	<p><i>certifications through third-party documentation. The PHA must notify families that self-certification forms are available and that a sample of self-certifications will be validated.</i></p> <p><i>HUD strongly encourages PHAs to investigate community service compliance when there are questions of accuracy.</i></p> <p><u>PHA Policy</u></p> <p>If anyone in the family is subject to the community service requirement, the PHA will provide the family with community service documentation forms at admission, at lease renewal, when a family member becomes subject to the community service requirement during the lease term, or upon request by the family.</p> <p>Each individual who is subject to the community service requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.</p> <p>Families will be required to submit the documentation to the PHA, upon request by the PHA, at least annually.</p> <p>If the PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, the PHA has the right to require additional third-party verification.</p>	
<p>11-I.E. NONCOMPLIANCE <i>Noncompliant Residents</i> Initial Noncompliance</p>	<p>The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].</p> <p><i>PHAs may not evict a family due to CSSR noncompliance. However, if PHA finds a tenant is noncompliant with CSSR, the PHA must provide written notification to the tenant of the noncompliance which must include:</i></p> <ul style="list-style-type: none"> • <i>A brief description of the finding of non-compliance with CSSR.</i> • <i>A statement that the PHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the PHA or the family provides written assurance that is satisfactory to the PHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement [24 CFR 960.607(c), Notice PIH 2015-12].</i> <p>If the tenant or another family member has violated the community service requirement, the PHA may not renew the lease upon expiration of the twelve month term of the lease, unless the</p>	<p>Implementation of new regulations and guidance regarding community service</p>

~~tenant and any other noncompliant family member enter into a written agreement with the PHA. Under this agreement the tenant or noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency needed to make up the total number of hours required, over the twelve-month term of the new lease. In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit [24 CFR 960.607(e), Notice PHH 2009-48].~~

~~**Notice of Initial Noncompliance [24 CFR 960.607(b)]**~~

~~If the PHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), the PHA must notify the tenant of this determination.~~

~~The notice to the tenant must briefly describe the noncompliance. The notice must state that the PHA will not renew the lease at the end of the twelve-month lease term unless the tenant, and any other noncompliant resident, enter into a written agreement with the PHA to cure the noncompliance, or the family provides written assurance satisfactory to the PHA that the tenant or other noncompliant resident no longer resides in the unit.~~

~~The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of the PHA's determination.~~

PHA Policy

The notice of *initial* noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written work-out agreement to cure the noncompliance over the 12-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 10-business-day timeframe, the PHA will terminate tenancy in accordance with the policies in Section 13-IV.D.

<p>Continued Noncompliance and Enforcement Documentation</p>	<p>Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, PHAs are required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) for failure to comply with lease requirements. When initiating termination of tenancy proceedings, the PHA will provide the following procedural safeguards:</p> <ul style="list-style-type: none"> • Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease; • Right of the tenant to be represented by counsel; • Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and, • A decision on the merits. <p>If, after the 12-month cure period, the family member is still not compliant, the PHA must terminate tenancy of the entire family, according to the PHA's lease, unless the family provides documentation that the noncompliant resident no longer resides in the unit.</p> <p><u>PHA Policy</u></p> <p>Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.</p> <p>The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.</p> <p>If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.</p> <p>If the family does not request a grievance hearing, or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.</p> <p>Enforcement Documentation [Notice PIH 2009-48]</p> <p>PHAs are required to initiate due process (see 24 CFR 966.53(c)) against households failing to comply with lease requirements including the community service and self-sufficiency requirement.</p>	<p>Implementation of new regulations and guidance regarding community service</p>
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	<p>When initiating due process, the PHA must take the following procedural safeguards:</p> <ul style="list-style-type: none"> • Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction • Right of the tenant to be represented by counsel • Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have • A decision on merits 	
Chapter 12: TRANSFER POLICY		
<p>12-III.B. TYPES OF RESIDENT REQUESTED TRANSFERS</p>	<p>The types of requests for transfers that the PHA will consider are limited to requests for transfers to alleviate a serious or life threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to the PHA's occupancy standards, and transfers to a location closer to employment. No other transfer requests will be considered by the PHA.</p> <p>The PHA will consider the following as high priority transfer requests:</p> <p style="padding-left: 40px;">When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature</p> <p style="padding-left: 40px;">When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the PHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, dating violence, sexual assault, or stalking. <i>For instances of domestic violence, dating violence, sexual assault, or stalking, the threat may also be established through documentation outlined in section 16-VII.D, or by any proof accepted by the PHA.</i></p> <p style="padding-left: 40px;">When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment, or a transfer to a unit with accessible features</p> <p>The PHA will consider the following as regular priority transfer requests:</p> <p style="padding-left: 40px;">When a family requests a larger bedroom size unit even though the family does not meet the PHA's definition of overcrowded, as long as the family meets the PHA's occupancy standards for the requested size unit</p> <p style="padding-left: 40px;">When the head of household or spouse is employed 25 miles or more from the public housing unit, has no reliable transportation, and public transportation is not adequate</p> <p>Transfers requested by the tenant are considered optional for the</p>	<p>Clarification of requirements under new VAWA guidance</p>

	<p>tenant.</p> <p>If a tenant resides in a unit 12 or more years a transfer can be considered if</p> <ol style="list-style-type: none"> 1. There is a need for unit upgrading 2. If a unit of appropriate size is open 	Not currently a practice and opens MMHA to increased costs
12-IV.E. DECONCENTRATION	<p><i>The PHA is not subject to deconcentration requirements.</i></p> <p>If subject to deconcentration requirements, the PHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve the PHA's deconcentration goals. A deconcentration offer will be considered a "bonus" offer; that is, if a resident refuses a deconcentration offer, the resident will receive one additional transfer offer.</p>	Clarify that MMHA is not subject to this requirement
Chapter 13: LEASE TERMINATIONS		
13-III.B. MANDATORY LEASE PROVISIONS Drug Crime On or Off the Premises	<p>The PHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.</p> <p>The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.</p> <p><i>A record of arrest(s) alone will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.</i></p> <p>In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.</p>	Implementation of new guidance on the use of arrest records
Illegal Use of a Drug	<p>The PHA will terminate the lease when the PHA determines that a household member is illegally using a drug or the PHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.</p> <p>A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months.</p> <p>The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.</p> <p><i>A record of arrest(s) alone will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.</i></p> <p>In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.</p>	Implementation of new guidance on the use of arrest records

Threat to Other Residents	<p>The PHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises.</p> <p><i>Immediate vicinity</i> means within a three-block radius of the premises.</p> <p>The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.</p> <p><i>A record of arrest(s) alone will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.</i></p> <p>In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.</p>	Implementation of new guidance on the use of arrest records
Alcohol Abuse	<p>The PHA will terminate the lease if the PHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.</p> <p>A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months.</p> <p>The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.</p> <p><i>A record of arrest(s) alone will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.</i></p> <p>In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.</p>	Implementation of new guidance on the use of arrest records
Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions	<p>The PHA will terminate the lease for the following violations of tenant obligations under the lease:</p> <p>Failure to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due);</p> <p>Repeated late payment of rent or other charges. Four late payments within a 12 month period shall constitute a repeated late payment.</p> <p>Failure to fulfill the following household obligations:</p> <p>Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.</p>	

	<p>Not to provide accommodations for boarders or lodgers</p> <p>To use the dwelling unit solely as a private dwelling for the tenant and the tenant’s household as identified in the lease, and not to use or permit its use for any other purpose</p> <p>To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease</p> <p>To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety</p> <p>To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant’s exclusive use in a clean and safe condition</p> <p>To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner</p> <p>To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators</p> <p>To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project</p> <p>To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest</p> <p>To act, and cause household members or guests to act, in a manner which will not disturb other residents’ peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition</p> <p><i>To refrain from the use of tobacco products, including cigarettes, cigars, pipes, water pipes (also known as hookahs), and electronic nicotine delivery systems, such as e-cigarettes, vaporizers, etc., in the assigned unit, common spaces, within 25-feet of the building, or elsewhere on the property other than designated smoking areas (effective August 1, 2017).</i></p>	<p>Implementation of new regulations that all public housing be smoke free and requirements to be in compliance</p>
<p>13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION Other Good Cause</p>	<p>The PHA will terminate the lease for the following reasons.</p> <p><i>Fugitive Felon or Parole Violator.</i> If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.</p> <p><i>Persons subject to sex offender registration requirement.</i> If any</p>	

	<p>member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.</p> <p>Discovery of facts after admission to the program that would have made the tenant ineligible</p> <p>Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income</p> <p>Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size</p> <p>Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available</p> <p>Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists</p> <p>Failure to promptly inform the PHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.</p> <p>Failure to abide by the provisions of the PHA pet policy</p> <p>If the family has breached the terms of a repayment agreement entered into with the PHA</p> <p>If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.</p> <p>If a household member has engaged in or threatened violent or abusive behavior toward PHA personnel.</p> <p><i>Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.</i></p> <p><i>Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Including spoken or written words tending to intimidate or menace other involved, or suggested without being directly or explicitly stated. A declaration of intention or determination to inflict punishment or injury, in retaliation for, or conditionally upon, some action or course. Sending threatening or harassing emails, instant messages, or website entries. Repeated attempts to target a specific PHA staff member by directly contacting them, or indirectly using or disseminating their personal information, causing them distress, fear, or anger.</i></p>	<p>Addition of cyber stalking definition regarding threatening behaviors toward staff due</p>
<p>13-III.E. CRITERIA FOR DECIDING TO</p>	<p>The PHA will consider the following facts and circumstances before deciding whether to terminate the lease for any of the HUD required</p>	

<p>TERMINATE TENANCY Consideration of Circumstances</p>	<p>lease provisions or for any other reasons:</p> <p>The seriousness of the offending action, especially with respect to how it would affect other residents’</p> <p>The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, sexual assault, or stalking</p> <p>The effects that the eviction will have on other family members who were not involved in the action or failure to act</p> <p>The effect on the community of the termination, or of the PHA’s failure to terminate the tenancy</p> <p>The effect of the PHA’s decision on the integrity of the public housing program</p> <p>The demand for housing by eligible families who will adhere to lease responsibilities</p> <p>The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action</p> <p>The length of time since the violation occurred, <i>including the age of the individual at the time of the conduct</i>, as well as the family’s recent history, and the likelihood of favorable conduct in the future</p> <p><i>While a record of arrest(s) alone will not be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:</i></p> <p><i>Any statements made by witnesses or the participant not included in the police report</i></p> <p><i>Whether criminal charges were filed</i></p> <p><i>Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal</i></p> <p><i>Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity</i></p> <p><i>Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property</i></p> <p>In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family.</p>	<p>HUD issued guidance on the limitation of arrest records for denials and terminations</p>
<p>13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL</p>	<p>While VAWA prohibits a PHA from using domestic violence, dating violence, sexual assault, or stalking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:</p>	

**ASSAULT, OR
STALKING**Limits on VAWA
Protections

- VAWA does not limit a PHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, or stalking providing that the PHA does not subject the victim to a more demanding standard than the standard to which it holds other tenants.
- VAWA does not limit a PHA's authority to terminate the tenancy of any public housing tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. 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
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat, *including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat*" [24 CFR 5.2005(d)(3)]. *Additionally, HUD regulations state that restrictions "predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents"* [24 CFR 5.2005(d)(3)].

PHA Policy

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

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking

Whether the threat is a physical danger beyond a speculative threat

New guidance for
implementing
VAWA protections

	<p>Whether the threat is likely to happen within a short period of time</p> <p>Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat</p> <p>If the tenant wishes to contest the PHA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.</p>	
<p>Terminating or Evicting a Perpetrator of Domestic Violence</p>	<p>The PHA will bifurcate a family's lease and terminate the tenancy of a family member if the PHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.</p> <p>In making its decision, the PHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to the PHA by the victim in accordance with this section and section 16-VII.D. The PHA will also consider the factors in section 13.III.E. Upon such consideration, the PHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.</p> <p>If the PHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If necessary, the PHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, the PHA may offer the remaining family members another public housing unit, if available; it may help them relocate to a confidential location; or it may refer them to a victim service provider or other agency with shelter facilities.</p> <p><i>If the person removed from the lease was the only tenant eligible to receive assistance, the PHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the PHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered by VAWA 2013.</i></p>	<p>HUD recommended addition clarifying VAWA compliance</p>
<p>13-V. 'ONE STRIKE AND YOU'RE OUT' POLICY</p>	<p>13-V.A. GOAL</p> <p>The goal of the 'One Strike and You're Out' Policy is to ensure the safety and well-being of families and individuals who live in public housing.</p> <p>The 'One Strike' policy applies to residents of the Muscatine Municipal Housing Agency. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense.</p> <p>Muscatine Municipal Housing Agency (MMHA) is committed to the provisions of this policy and it shall be strictly enforced. By aggressively removing criminals from MMHA's public</p>	<p>Entire section removed because no longer consistent with HUD goals or guidance</p>

housing developments, the 'One Strike' policy shall:

- free public housing residents from daily threats to their personal and family safety;
- build public housing communities that are safer and drug-free;
- support parents in their efforts to instill positive values in their families;
- create a positive environment for residents of all ages, where people can live, learn and grow to be productive and responsible citizens;

~~13 V.B. GUIDING PRINCIPLES OF THE 'ONE STRIKE' POLICY~~

MMHA's 'One Strike' policy was developed based on the following principles:

~~All individuals have the right to live in peace and be free from fear, intimidation, and abuse. MMHA is committed to providing safe housing for all residents of MMHA.~~

~~Public and assisted housing should be awards to responsible individuals. MMHA shall give no preference to applicant families with a history of drug related behavior and/or criminal activity.~~

~~Applicants and current residents of public housing must be protected from discrimination and violation of their right to privacy. MMHA shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. MMHA shall not discriminate against any applicant or resident based on race, color, nationality, religion, sex, familial status, disability or membership in other groups or categories protected under such laws.~~

~~Active community and governmental involvement in designing and implementing a 'One Strike' policy is fundamental to its success. MMHA shall work cooperatively with local government, law enforcement, residents, and the courts in enforcing the 'One Strike' policy.~~

~~13 V.C. SCREENING AND ADMISSIONS POLICY~~

~~The 'One Strike' policy ensures that individuals engaging in illegal drug use or other criminal activities endangering the well-being of residents are prohibited from becoming residents of MMHA. MMHA has adopted the following screening procedure to ensure the goals of this policy.~~

~~1. Comprehensive background checks: MMHA shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include, but not be limited to:~~

~~Reviewing police and court records;~~

~~Landlord references and credit references;~~

~~Background check with probation officers, parole officers, local social service providers, and other available means.~~

~~2. Coordination with courts and local, state, and federal law enforcement agencies: MMHA shall coordinate with courts and~~

local, state, and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to MMHA for the purposes of screening, lease enforcement, and eviction. MMHA shall maintain a records management system to ensure records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.

~~3. — Criteria for acceptance of application for residence:~~

~~MMHA shall consider applications for residence on a case by case basis; denial of acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. The following applicants shall be denied residence:~~

~~Applicants who have been evicted from public housing within the past three (3) years due to drug related criminal activity, unless the applicant can show evidence of rehabilitation;~~

~~Persons illegally using controlled substances (means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in section 102 of the Controlled Substance Act, 21 U.S.C. 802);~~

~~Persons who have exhibited a pattern of illegal use of controlled substances;~~

~~Any other criminal and/or drug related activity that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.~~

~~4. — Protect applicant's due process rights: MMHA's Admissions and Continued Occupancy Plan (ACOP) shall be made available upon request and posted in the central office where applications are received.~~

~~In accordance with MMHA's ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.~~

~~Per the Extension Act, should denial of occupancy be based on a criminal record, MMHA shall provide applicant with a copy of the criminal record and the opportunity to dispute the accuracy and relevance of that record.~~

~~5. — Compliance with state and local laws: MMHA is committed to protecting the rights of all applicants and residents. All policies and procedures, and revisions of policies and procedures, shall be reviewed for compliance with local state landlord resident law and any other applicable law by attorneys with experience in such law.~~

~~13 V.D. — ENFORCEMENT BY EVICTION~~

~~In accordance with the current law and the Extension Act, MMHA's dwelling lease stipulates that:~~

~~Any criminal activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;~~

~~All drug related criminal activity (illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802) occurring on or~~

~~off the premises is cause for eviction.~~

~~Under these required lease terms, tenancy shall be terminated and the household evicted when the resident, any member of the resident's household, or guest, engages in the prohibited criminal activity.~~

~~The above, stated terms for termination of tenancy and household eviction shall be enforced through the following actions:~~

~~Lease: MMHA's dwelling lease stipulates that:~~

- ~~• residents, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug related or criminal activity in violation of this term shall be treated as a "serious violation of the material terms of the lease";~~
- ~~• under the Extension Act, alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, shall be grounds for eviction;~~

~~MMHA shall not tolerate violations of the least terms regarding criminal activity; one such offense shall be grounds for eviction;~~

- ~~• criminal activity is cause for eviction even in the absence of conviction or arrest.~~

~~• The same lease shall be used for all residents of MMHA.~~
~~Briefing on Terms of the Lease: All residents shall be briefed on the terms of the lease at the time of annual re-examination. New residents shall be briefed on the terms of the lease at the time of signing the initial lease.~~

~~Due Process Rights: MMHA shall protect the resident's due process rights to the greatest extent possible:~~

- ~~• Eviction procedure shall be processed through the Iowa State court system after being handled through the expedited grievance procedure process. Residents shall be protected by state and local laws governing eviction procedure, barring preemption by federal law.~~

~~13 V.E. NON RESIDENT CRIMINAL ACTIVITY~~

~~MMHA is committed to protecting against criminal activities committed by non-residents and has adopted the following policy: MMHA shall post warnings in all MMHA developments that violators shall be prosecuted to the fullest extent under the law. In accordance with the lease, residents shall be held responsible for guests', non-residents, criminal behavior. Disruptive and/or criminal behavior of resident guests may be grounds for eviction of the entire household.~~

~~In cases where MMHA and households settle an eviction case on the condition that the disruptive household member moves away from the MMHA properties, the MMHA/resident agreement shall provide that;~~

- ~~• the individual thereafter shall be a trespasser on the MMHA properties, and~~

	<ul style="list-style-type: none"> the household shall be subject to eviction if the individual returns to the MMHA properties. 	
	Chapter 14: GRIEVANCES AND APPEALS	
14-III.C. APPLICABILITY	The PHA is not located in a <i>HUD-declared</i> due process state therefore it the PHA must grant opportunity for grievance hearings for all lease terminations, regardless of cause.	Clarify must be on HUD list of states
14-III.F. SELECTION OF HEARING OFFICER/PANEL	<p>PHA grievance hearings will be conducted by a single hearing officer and not a panel.</p> <p>The Human Resources Director of the City of Muscatine will serve as the Hearing Officer for MMHA. If the Human Resources Director is unavailable for an extended period of time that would not allow the hearing to be held within a required or reasonable timeframe, another department director may serve as the Hearing Officer.</p> <p>[List here positions/organizations that have been designated to serve as hearing officers] [Stephanie Romagnoli Human Resource Director City of Muscatine]</p> <p>The PHA must determine the methodology for appointment of the hearing officer and it must be stated in the grievance procedure.</p> <p><u>PHA Policy</u> The PHA will appoint a person who has been selected in the manner required under the grievance procedure. Efforts will be made to assure that the person selected is neither a friend nor enemy of the complainant, that they do not have a personal stake in the matter under dispute, and will otherwise not appear to lack impartiality.</p> <p>The PHA must consult with resident organizations before a person is appointed as a hearing officer or hearing panel member. Comments from the resident organizations must be considered before making the appointment.</p> <p>PHAs must describe their policies for selection of a hearing officer in their lease forms. Changes to the public housing lease are subject to a 30-day comment period (24 CFR 966.4)</p>	Compliance with new regulations
Limited English Proficiency	<i>The PHA must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.</i>	Additional guidance/clarification
	Chapter 15: PROGRAM INTEGRITY	
	No changes	
	Chapter 16: PROGRAM ADMINISTRATION	
16-II.B. FLAT RENTS Review of Flat Rents	<p>If the FMR rent is lower than the previous year, the PHA will reduce flat rents to <i>not less than</i> 80 percent of the current FMR.</p> <p>PHAs that determine that reasonable rents would be less than 60 percent of the applicable FMR may choose to complete a rent reasonableness study once every three years, rather than annually [Notice PIH 2014 12].</p> <p><u>PHA Policy</u> If the PHA determines that reasonable rents would be less than 60 percent of the applicable FMR, the PHA will conduct a rent reasonableness study once every three years.</p>	New regulation mandates flat rents set this way
16-II.C. PUBLIC HOUSING MAXIMUM	<p>Establishing Public Housing Maximum Rents</p> <p>PHAs are prohibited from making financial assistance available to</p>	Rent are now required to either be

<p>RENTS</p>	<p>persons who are not citizens or nationals of the United States, and to those who do not have eligible immigration status [24 CFR 5.500]. Therefore, in order to assist mixed families, PHAs must prorate assistance. Public housing maximum rents are needed in order to calculate the tenant rent for a mixed family.</p> <p>The public housing maximum rent is based on value of the 95th percentile of the total tenant payment (TTP) for each tenant within the PHA. PHAs may calculate a maximum rent on either a PHA or project wide basis. A separate maximum rent can be provided for each separate project or projects may be combined into logical groups, if appropriate. HUD recommends that a single project basis be avoided for a project unless at least 50 dwelling units are involved.</p> <p>PHAs may use the “direct comparison” or the “unit distribution” method for establishing the public housing maximum rents for each unit size. Appendix H, of Guidebook 7465.G, Restrictions on Assistance to Noncitizens provides detailed guidance on how to establish public housing maximum rents using the methodologies identified above.</p> <p>Review of Public Housing Maximum Rents <u>PHA Policy</u> The PHA will recalculate the public housing maximum rents on an annual basis.</p> <p>Posting of Public Housing Maximum Rents <u>PHA Policy</u> The PHA will publicly post the schedule of public housing maximum rents in a conspicuous manner in the applicable PHA or project office.</p> <p>Documentation of Public Housing Maximum Rents <u>PHA Policy</u> The PHA will maintain records that document how the PHA determined the 95th percentile of TTP, whether the maximum rent was determined PHA wide, project wide, or with groupings of projects, and the methodology used to determine maximum rents for each unit size.</p>	<p>income based or flat rents with no maximum rent</p>
<p>16-III.B. REPAYMENT POLICY General Repayment Agreement Guidelines Down Payment Requirement</p>	<p><i>The PHA does not require a down payment prior to entering into a repayment agreement.</i></p> <p>Before executing a repayment agreement with a family, the PHA will generally require a down payment of 10 percent of the total amount owed. If the family can provide evidence satisfactory to the PHA that a down payment of 10 percent would impose an undue hardship, the PHA may, in its sole discretion, require a lesser percentage or waive the requirement.</p>	<p>Reflects current practice</p>
<p>16-V.B. RECORD RETENTION</p>	<p>During the term of each public housing tenancy, and for at least three <i>four</i> years thereafter, the PHA will keep all documents related to a family’s eligibility, tenancy, and termination.</p> <p>In addition, the PHA will keep the following records for at least three <i>four</i> years:</p> <ul style="list-style-type: none"> An application from each ineligible family and notice that the applicant is not eligible Lead-based paint records as required by 24 CFR 35, Subpart B 	

	<p>Documentation supporting the establishment of flat rents and the public housing maximum rent</p> <p>Documentation supporting the establishment of utility allowances and surcharges</p> <p>Documentation related to PHAS</p> <p>Accounts and other records supporting PHA budget and financial statements for the program</p> <p><i>Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule</i></p> <p>Other records as determined by the PHA or as required by HUD</p> <p>If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-II.A.</p>	<p>HUD required language</p>
<p>16-VII.E. NON-CITIZEN VICTIMS (VAWA)</p>	<p><i>A non-citizen applicant or resident/tenant is eligible for protection under VAWA is the victim of a U.S. Citizen or Lawful Permanent Resident.</i></p> <p><u><i>PHA Policy</i></u></p> <p><i>A victim of crimes covered under VAWA may self-petition that they are in "satisfactory immigration status" and eligible to receive financial assistance when applying for assistance or continued assistance by submitting INS Form I-360, I-130, or Form 797. "Satisfactory immigration status" means an immigration status which does not make the individual ineligible for financial assistance.</i></p> <p><i>The PHA will verify such immigration status in the Department of Homeland Security Systematic Alien Verification for Entitlements (SAVE) System. The SAVE system will provide one of two confirmations: (1) the VAWA self-petition is verified (petitioner is eligible and no additional documentation of abuse may be requested); or (2) the I-130 is verified and the petitioner must provide the PHA evidence of "battery or extreme cruelty."</i></p> <p><i>Upon final determination of immigration status the determination is to deny the petition, the PHA must alert the petitioner and take appropriate action to terminate assistance.</i></p>	<p>Required by new HUD notice</p>