

# **ADMISSIONS AND OCCUPANCY POLICY**

**RALEIGH HOUSING AUTHORITY**

# **Admission and Occupancy Policy**

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This Admission and Occupancy Policy defines the Raleigh Housing Authority's (RHA) policies for the operation for the Public Housing program, incorporating Federal, State and local laws. Should federal laws or regulations change during the time frame covered by this policy, those changes will be effective thirty days from the date of passage. If there is any conflict between this policy and laws/regulations, the laws and regulations will prevail.

**1.0 MISSION STATEMENT**

The mission of RHA is to provide safe, quality, affordable housing to low and moderate income families in the greater Raleigh community; and to promote personal responsibility and self-sufficiency of residents while maintaining the fiscal integrity of the agency.

**2.0 FAIR HOUSING**

It is the policy of RHA to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

**3.0 COMMUNICATION**

The Housing Authority, in an effort to reduce waste and administrative costs, encourages applicants and residents to provide RHA staff with a valid email address to be used as an additional source of communication.

**4.0 FRAUD**

The United States Department of Housing and Urban Development (HUD) and RHA place a high priority on preventing fraud. If at any time a resident fails to report total family income within ten (10) days of a change, if an application or recertification form contains false or incomplete information, the resident may be:

- Evicted from the unit;
- Required to repay all overpaid rental assistance received;
- Fined up to \$10,000;
- Imprisoned for up to 5 years; and/or

- Prohibited from receiving future assistance

## 5.0 REASONABLE ACCOMMODATION

A “reasonable accommodation” is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an “undue financial and administrative burden” for RHA, or result in a “fundamental alteration” in the nature of the program or service offered. A *fundamental alteration* is a modification that alters the essential nature of a provider’s operations.

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

### 5.1 REQUEST FOR REASONABLE ACCOMMODATION

RHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, RHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. Staff will provide assistance with completing this form if requested.

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

### 5.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

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

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others).

Is the requestor a person with disabilities? If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the

apparent disability. If the disability is not apparent or documented, the Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation needed for the disability? If it is apparent that the request is needed for the apparent or documented disability, the answer is yes. If it is not apparent, the Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet the following criteria:
  - 1. Would the accommodation constitute a fundamental alteration? RHA's business is housing. If the request would alter the fundamental business that the Housing Authority conducts, that would not be reasonable.
  - 2. Would the requested accommodation create an undue financial hardship or administrative burden? If the cost would be an undue burden, the Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
  - 3. RHA retains the right to be shown how and to decide whether the requested accommodation enables the individual to access or use the Housing Authority's programs or services.
  - 4. If more than one accommodation is equally effective in providing access to the Housing Authority's programs and services, RHA retains the right to select the most efficient or economical choice.
  - 5. The cost necessary to carry out approved requests will be borne by the Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modifications, the Housing Authority may seek to have the same entity pay for any restoration costs.
  - 6. If the resident requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority may approve such request if it does not violate codes or affect the structural integrity of the unit.
  - 7. Any requests for an accommodation that would enable a resident to materially violate essential lease terms or affect the ability of others to peacefully enjoy the premises will not be approved.

## **6.0 VIOLENCE AGAINST WOMEN ACT (VAWA)**



The purpose of VAWA is to protect the victims of domestic violence, dating violence, or stalking. The protection afforded to victims of domestic violence, dating violence, sexual assault and stalking applies to both applicants and recipients of housing assistance. It is the responsibility of the resident to immediately notify the Housing Authority that he/she was a victim of domestic violence. Otherwise, RHA will handle the criminal activity or other infraction as a lease or program violation. HUD Form 50066 Certification of Domestic Violence, Dating Violence, or Stalking will be available in each management office and the administrative offices of the Housing Authority located at 900 Haynes Street. RHA will accept other certifications in lieu of this form such as a letter from a physician, police report or signed written statement that contains the same information as requested in the HUD certification.

The following is acceptable documentation to claim the protection afforded victims of domestic violence under VAWA.

1. Law enforcement, court or federal agency records or files;
2. Documentation from a domestic violence or sexual assault program; or
3. Documentation from a medical or other professional.

This documentation must provide contact information so that RHA may contact the provider of this information to verify its authenticity. Providers of this information also need to understand that they may be required to testify to such information in a court of law or deposition if there are legal challenges that arise from this claim of protection.

On an annual basis, RHA will notify residents of their rights under VAWA during the annual re-examination process. RHA will include in the Applicant Orientation packet a copy of the HUD 5380 notice. A statement regarding occupancy rights under VAWA will be incorporated in every notice of denial to an applicant and every termination of tenancy to residents.

## 6.1 VAWA REQUIREMENTS UNDER STATE LAW

- A. Landlord must change locks on a dwelling unit after oral or written request by the resident within 48 hours if the perpetrator is a resident of the unit, and within 72 hours if the perpetrator is not a resident of the unit.
- B. Excluded perpetrator remains liable under the lease for rent or damages to the dwelling unit.

## 6.2 CONFIDENTIALITY

All VAWA information provided to RHA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, regardless of sex, gender identity, or sexual orientation, shall be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for use in an eviction proceeding under subsection (1) (5) or (6) of Public Law 109-162 referencing amendments made to Section 6 of the United States Housing Act of 1937 (42 U.S.C. 1437d); or
- C. Otherwise required by applicable law.

### 6.3 NON-CITIZEN VAWA SELF-PETITIONER VERIFICATION

- A. Under VAWA, non-citizen victims may qualify for assistance if they have been subjected to “extreme cruelty” by their spouse or parent, who is a citizen or lawful permanent resident (LPR).
- B. Once RHA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, Notice of Action, RHA will initiate verification in the SAVE system. RHA may not request any additional information from the VAWA self-petitioner other than what is required to complete the verification.
- C. After RHA completes the necessary steps in the SAVE system, RHA will receive a final determination from the SAVE system. If the VAWA self-petition is verified, applicant is immediately eligible for housing and no evidence of battery or extreme cruelty is necessary. If only the I-130 is verified, the petitioner submitting a family-based visa petition must provide evidence to RHA of battery or extreme cruelty.
- D. If the final determination is to deny the VAWA self-petition or LPR petition, RHA must alert the petitioner and take actions according to existing requirements.

### 6.4 EVICTIONS

- A. VAWA creates an exception to the “one-strike” policy for victims of domestic violence, dating violence, or stalking. However, the Housing Authority may still evict a victim for unrelated criminal activity as long as in doing so, the Housing Authority does not hold the victim to a more demanding standard than other residents.
- B. A household cannot be evicted for acts of domestic violence of which a member of the household is the victim, even if the acts of domestic violence were committed by the household member’s guest, another member of the household or other person under the resident’s control.

- C. RHA retains the authority to terminate the tenancy of any resident if it can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident's tenancy is not terminated.
- D. A resident who RHA is seeking to terminate due to criminal activity can assert that they fall under the domestic violence expectation by notifying RHA. At this point, RHA will request in writing that the individual provide certification within 14 business days. RHA may extend the 14-day deadline at its discretion.
- E. In lieu of certification, the victim may provide documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation. RHA will contact the person making the certification to verify its authenticity.
- F. The Housing Authority may terminate the assistance to remove a lawful occupant or resident who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance of victimized lawful occupants.

## **7.0 SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

The Housing Authority will attempt to provide interpreters to assist persons with LEP who notify RHA with at least 72 hours advanced notice. Interpretation services will be provided free of charge to applicants and residents. If the LEP person desires, they may use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by RHA. The interpreter may be a family member or friend.

## **8.0 FAMILY OUTREACH**

The Housing Authority may communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing program.

## **9.0 RIGHT TO PRIVACY**

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

## **10.0 REQUIRED POSTINGS**

In each of its management offices, RHA will post, in a conspicuous place and at a height easily read, the following information:

- A. Admission and Occupancy Policy
- B. Income Limits for Admission
- C. Rent Collection Policy
- D. Utility Allowance Schedule
- E. Maintenance Charge List
- F. Dwelling Lease
- G. Grievance Procedure
- H. Flat Rent
- I. Equal Opportunity Employment/Housing Poster
- J. Domestic Violence Against Women Act
- K. VAWA Emergency Transfer Policy
- L. Enterprise Income Verification
- M. Community Service Requirement
- N. Fair Housing Poster

## **11.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at 900 Haynes Street. Applications for the Capitol Park Incentive Community will be accepted during regular business hours at 911 North Blount Street. Applications for the Chavis Heights Incentive Community will be accepted during regular business hours at 750 Bright Creek Way. Applications for Scattered Sites Incentive Community will be accepted during regular business hours at 900 Haynes Street, Housing Management Department, second floor. Applications for the Walnut Terrace Incentive Community will be accepted during regular business hours at 1256 McCauley Street.

Applications are taken to compile a waiting list. Due to the demand for housing in RHA jurisdiction, RHA reserves the right to close the waiting list following the mandated procedure.

Applications will be accepted for all applicants with a time and date stamp. The Housing Authority will attempt to verify all application information. If eligible, a completed application will be processed by date and time. Applications will be checked for all required documentation prior to being placed on the waiting list. Persons with disabilities who require a reasonable accommodation in completing an application may call RHA to make special arrangements. A telecommunication device for the deaf (TDD) is available. The TDD telephone number is 1-800-735-8262.

## **12.0 ELIGIBILITY FOR ADMISSION**

### **12.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing. Applicants must:

- Qualify as a family
- Have an annual income at or below the PHA's income limits
- Meet citizenship/eligible immigrant criteria
- Provide documentation of Social Security numbers and birth certificates. At RHA's discretion, a onetime grace period of up to 90 days may be extended to obtain the required documents if the applicant's failure to comply was due to circumstances that could not have been reasonably foreseen and were outside the applicant's control.
- Sign consent authorization documents

In addition to the eligibility criteria, families must also meet RHA screening criteria in order to be admitted to Public Housing. The screening process continues until the first reason for disqualification. Should that reason be overturned through appeal, the staff will continue the screening process until all required screening has been completed.

### **12.2 ELIGIBILITY CRITERIA**

- A. Family status as defined in regulation 24 CFR 4.503, includes a single person or a group of persons residing together regardless of marital status, with or without children in the household, actual or perceived sexual orientation, or gender identity.
1. An elderly family is defined as a family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age.
  2. A near-elderly family is defined as a family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age.

3. A disabled family is defined as a family whose head, co-head, spouse, or sole member is a person with disabilities.
4. A remaining family member is defined as the only adult listed on the Lease, still remaining in the unit, with or without children.
5. A displaced family is defined as a family that is displaced by governmental action or a declared natural disaster.

B. Live-In Aide

A live-in aide is a member of the household, not the family, who is not obligated for the financial support of the person(s) needing the care, and who would not be living in the unit except to provide the necessary supportive services. Relatives may be approved as live-in aides if they meet all the criteria defining a live-in aide. However, a live-in aide qualifies for occupancy only as long as the individual needing supportive services requires services and remains a tenant. The live-in aide will not qualify for continued occupancy as a remaining family member.

A family's request for a live-in aide must be made in writing. A reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or case worker must provide the written verification that the live-in aide is essential for the care and well-being of the elderly, near-elderly or disabled family member. RHA will not require annual verification of need for live-in aide if the need is based on a permanent disability.

The requested live-in aide must not have: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) left owing rent or other amounts to RHA or another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

C. Income Eligibility

1. Annual income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and posted separately at RHA.
2. A family cannot be admitted to the Public Housing program from another assisted housing program or from a Public Housing program operated by another housing authority without meeting the income and other requirements of RHA.

3. Income limit restrictions do not apply to families transferring within RHA's Public Housing program.
4. Excluding elderly or disabled persons, to be considered for incentive communities, the family head, co-head, or spouse must be working full time (as defined as at least 35 hours per week) and are currently working and have maintained uninterrupted full time employment for the 24 months preceding admission. At the time of application, the applicant may be required to provide documentation demonstrating 24 months of full time uninterrupted employment. This may include but not limited to completed income verification forms, letters on company letterhead from current and former employers, and tax documents.

D. Citizenship/Eligibility Status

In order to receive assistance, a family member must be a U.S. citizen, a citizen of the Freely Associated States of the Marshall Islands, the Federated States of Micronesia, and Palau, or an eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined. (24 CFR 5.508)

1. **Mixed Families:** A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.
2. **Non-eligible members:** Applicant families that include only non-eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
3. **Non-citizen students:** As defined by HUD in the non-citizen regulations, non-citizen students are not eligible for assistance (24 CFR 5.522)

For new occupants joining the resident family, RHA will verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, RHA will grant such an extension for no more than 30 days (24 CFR 5.508 (h)). Each family member is required to submit evidence of eligible status

only one time during continuous occupancy. RHA will verify the status of applicants at the time other eligibility factors are determined.

E. Social Security Number Documentation

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Housing Authority will accept letters from the Social Security Administration that establish and provide the number.

Families are required to provide verification of social security numbers for all family members. This requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of social security numbers within thirty (30) days of request is grounds for denial or termination of assistance. Elderly and/or disabled persons must provide verification within sixty (60) days.

F. Signing Consent Forms

In order to be eligible, each member of the family who is at least 18 years of age, and each family head, co-head, and spouse regardless of age, shall sign both HUD consent form 9886 and the Housing Authority's Authorization for Release of Information form.

G. Utility Authorization

To be eligible, applicant may be required to provide written proof from utility companies verifying that lights, water and gas services can be connected in their name.

H. Verification of Custody of Minor

A statement from the court, a professional such as a social worker or attorney will be the only acceptable verification for legal custody of a minor.

I. Criminal Records

To be eligible, applicants must not have any criminal convictions that are in non-compliance with RHA's admissions and occupancy standards. Should it be determined that an applicant has a pending court case, RHA will delay any adverse admissions based on the pending incident until the individual has provided proof of a final court ruling or disposition. The burden of proof to provide the Housing Authority with any pending court documentation or court rulings will fall on the applicant.

## 12.3 SUITABILITY



- A. Applicant families will be evaluated to determine whether, based on their past and recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Housing Authority may look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise, eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Housing Authority may consider objective and reasonable aspects of the family's background, including the following:
1. History of meeting financial obligations, especially rent;
  2. Ability to maintain their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
  3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including violent or drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
  4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal Housing Assistance Program;
  6. History of abusing drugs/alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others;
  7. Ability to demonstrate or conduct themselves in a cooperative manner with staff and the community; and
  8. Having committed crimes which require a household member to be listed as a registered sex offender in any state.
- C. The Housing Authority may ask applicants to provide information demonstrating their ability to comply with the specific elements of the Lease. The Housing Authority will verify the following reports to ensure applicants are eligible for assistance:
1. A credit check on all adult household members;

2. A rental history check of all adult household members;
3. A national criminal background check on all adult household members, including live-in aide;
4. A check of the Sex Offender Registration Program for each adult household member, including live-in aide. No individual registered with this program will be admitted to Public Housing; and
5. A Enterprise Income Verification report on all adult household members.

#### 12.4 GROUNDS FOR DENIAL OF APPLICATION

The Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria as stated in Section 12.2;
- B. Do not supply information or documentation required in a timely manner;
- C. Fail to provide a current mailing address;
- D. Have failed to respond to a written request for information or who failed to declare their continued interest in the program;
- E. Have a history of not meeting financial obligations, especially rent;
- F. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of themselves or other residents;
- G. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property or any other criminal activity including violent drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
- H. Have a history of disturbing neighbors or destruction of property;
- I. Currently owe rent or other amounts to any housing authority in connection with their Public Housing program or Section 8 program;
- J. Have committed fraud, bribery or any other corruption in connection with any Federal program, including the intentional misrepresentation of information related to their housing application or benefits derived from misrepresentation;

- K. Have a previous violent or drug related misdemeanor offense within five years and/or felony offense within seven years from the projected date of admission;
- L. Were evicted from assisted housing within seven years of the projected date of admission because of a felony charge or drug-related criminal activity involving the personal use or possession for personal use, illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- M. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Housing Authority may waive this requirement if the applicant has successfully completed a supervised drug or alcohol rehabilitation program within six months of approved application;
- N. Were charged for property damages or list a household member who was charged for property damages in excess of \$1,000 from any previous landlords. Such applicants will be denied for 5 years prior to admission;
- O. Have at any time displayed abusive, harassing or violent behavior towards any RHA staff, residents, or members of RHA Board of Commissioners. Such applicants will be denied for 5 years prior to admission;
- P. Were evicted from RHA for non-payment of rent or poor housekeeping within three years from the vacated date;
- Q. Have a family household member who has been terminated under the voucher program within three years from the termination date;
- R. List a household member who is trespassed from Raleigh Housing Authority's property;
- S. Provide RHA with any false information during the application process, Applicants who provide false information will be denied for 3 years prior to admission;
- T. List any household member who has been convicted of manufacturing or producing illegal drugs. Such applicants will be denied for life;
- U. List any household member who has a lifetime registration under a State Sex Offender Registration Program;
- V. Have a pattern of criminal offenses and they will be denied for three years prior to admission;

- W. Conduct themselves in a manner that would likely interfere with other residents peaceful enjoyment of the premises, or adversely affect other residents health, safety, or welfare;
- X. List any persons convicted of voluntary manslaughter or murder. The person(s) convicted will be denied for life;
- Y. Apply for incentive communities and fail to meet work requirements;
- Z. Committed fraud and such applicants will be denied for 7 years prior to admission; and
- AA. Were evicted as result of a District Court summary ejectment. Such applicants will be denied for 5 years from the date of eviction.

## 12.5 INFORMAL REVIEW

If the Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant can request an informal review. The applicant must file the written request for an informal review within ten (10) calendar days of notification of denial.

VAWA 2013 requires that RHA inform an applicant of the protections against denial that VAWA provides when RHA sends a notice of denial.

Applicants may be denied due to factors that on the surface appear unrelated to domestic violence, dating violence, sexual assault, or stalking, but are in fact a direct result of the fact the applicant was a victim. Adverse factors which would ordinarily be grounds for denial under RHA policy such as poor rental history, a criminal record, or failure to pay rent may be tied to the applicant's status as a victim. While RHA is not required to independently identify whether a denial is a direct result of domestic violence, dating violence, sexual assault, or stalking, by informing all applicants of their rights under VAWA as part of the notice of denial, the applicant may be able to inform RHA of their status as a victim. RHA may request additional supporting documentation in accordance with RHA policies. RHA must make an objectively reasonable determination based on all circumstances whether the adverse factors are a direct result of the applicant's status as a victim. If the denial is required by federal statute, such as the requirement to deny an applicant who is registered under a state lifetime sex offender registration requirement, RHA must comply with the statute, even if the adverse factor is a direct result of domestic violence, dating violence, sexual assault or stalking.

When a timely written request for an informal review has been received, an appointment will be scheduled for the applicant for an informal review via written correspondence. The letter advises the applicant to bring any documentation that will aid or disprove the reasons for them being deemed ineligible.

If you have a pending court case, you have an obligation to inform RHA. Applicants who provide documentation of a pending court case will be held as a pending file until a final disposition is received and submitted to RHA. All applications will be denied if the applicant or household member is found to have a conviction in violation of RHA's eligibility criteria.

Once the applicant has met with staff and has provided documentation that supports reinstating them for Public Housing, a letter will be sent to them and the file will be reinstated for processing and placement.

If the applicant does not produce adequate documentation to warrant being reinstated, they will be notified in writing that they are denied. They will be advised that they have the right to an appeal to the Hearing Officer. The appeal must be in writing and be received within ten (10) calendar days from the date of the informal review denial letter. Upon receipt of any appeal request, a formal hearing will be scheduled. The Hearing Officer will review all documentation that has been submitted and then render a decision. A final decision letter will be sent to the applicant within ten (10) calendar days from date of the decision. No further appeals will be granted.

### **13.0 MANAGING THE WAITING LIST**

RHA operates the following waiting lists:

- Section 8
- Public Housing
- Public Housing Incentive Scattered Site Single-Family Home
- Capitol Park Incentive Community
- Chavis Heights Incentive Community
- Walnut Terrace Incentive Community

Applicants may apply to be on any or all of the waiting lists. Refusal or acceptance of one type of housing assistance will not remove or exclude the applicant from any of the other waiting lists.

#### **13.1 OPENING AND CLOSING THE WAITING LIST**

Closing of a waiting list will be announced with a public notice. The public notice will state the date the waiting list will be closed and for which bedroom sizes. Opening of a waiting list will be announced with a public notice stating that applications for public housing will be accepted. The Housing Authority will be in compliance with Fair Housing requirements. No one will be discriminated against based on race, color, age, religion, marital status, actual or perceived sexual orientation, gender identity, familial status or disability.

#### **13.2 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be a permanent file and will be retained by RHA.
- B. Prior to being placed on the waiting list, all applications will be checked for all required documentation. Applications will not be added to the waiting list until the required documentation has been received by RHA.
- C. The waiting list will be organized and maintained in such a way as to easily identify applicants by:
  - Local preferences
  - Program(s) applied for
  - Size and type of unit needed
  - Date and time of application

### 13.3 CHANGES IN STATUS WHILE ON THE WAITING LIST

#### A. Change in Status

Occasionally, households on a waiting list who did not qualify for a specific preference at the time of application will experience a change in circumstances that qualifies them for a preference. In such instances, it is the applicant's obligation to contact the Housing Authority and provide written documentation so that a change in status can be made.

#### B. Verification

To the extent that the verification determines that the household does now qualify for a preference, the household will be moved up on any waiting list previously selected in accordance with its preference(s), and the date such preference(s) is applied. Similarly, removal of a preference (because a household is discovered to be ineligible for the preference) will result in a reduction of waiting list points, and therefore change the waiting list position for the household. Intentional misrepresentation by an applicant may result in federal or state criminal prosecution for fraud, removal from the waiting list, and disqualification from further consideration for admission for a three (3) year period beginning on the date of such determination by RHA.

#### C. Applicant Family Break-Up

When a family on the waiting list splits into two otherwise eligible families and the new families both claim the same placement on the waiting list, and there is no court determination, RHA will determine who is the applicant by taking into consideration the following factors:

1. Which family member applied as head of household;
2. Which family unit retains the children or any disabled or elderly members;
3. Restrictions that were in place at the time the family applied;
4. Role of domestic violence in the split; and
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

D. Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as one hundred eighty-three (183) days of the year, which do not have to run consecutively.

When both parents are on the waiting list and both are trying to claim the child, RHA will make the determination based on available documents such as school records, court orders, or an IRS return showing which family has claimed the child for income tax purposes.

Families who claim primary custody in a joint custody or temporary custody guardianship arrangement will be required to certify and provide supporting documentation to establish that the child or children reside primarily with the applicant.

E. Split Between Household Members due to Domestic Violence

1. If a court has determined the disposition of the family's application in a divorce or separation under a court order or court approved settlement (provided that no provision is against State or Federal Housing regulations), RHA is bound by the court's determination as to which household member will continue with the application. Such a determination cannot be appealed through RHA review process, as it is the court's determination and not RHA's determination that governs.
2. In the absence of a court order, the family member who did not sign the application has the right to apply for housing assistance.

#### 13.4 MAINTAINING/PURGING THE WAITING LIST

RHA will mail interest letters to those on the waiting list. The applicant will be asked whether they have continued interest in the program and RHA will provide a deadline by

which the applicant must respond. The interest letter will be sent to the last address that RHA has on record for the applicant. If no response is received by the deadline, the application will be purged from the waiting list. The waiting list will be purged as needed to ensure that all applicants and applicant information is current and accurate. The primary goal in purging the waiting list is to obtain current information on interested applicants and to remove applicants who are no longer interested in participating in the program.

Applicants, who return the interest letter as required, will be scheduled for an applicant orientation and the verification process will begin. At the appointment the family will present all required information pertaining to the household's composition, income, assets, and medical documentation as stated in the applicant orientation letter and sign all required forms. RHA will remove the applicant from the waiting list if they fail to attend the scheduled appointment.

Once the orientation phase and has been completed, RHA will process the applications and add qualified applicants to the ready pool. Applicants will be selected based on the turnover of units and the availability of units in RHA's inventory.

### 13.5 INCENTIVE COMMUNITY WAITING LIST MANAGEMENT

The waiting lists are comprised of incentive units for working families, elderly and disabled. All applicants must meet eligibility qualifications prior to admission and throughout occupancy. To qualify as a "working family" the head of household, co-head or spouse must: 1) be working full time (defined as at least 35 hours per week) and 2) are currently working and have maintained uninterrupted full time employment for the 24 months preceding admission.

### 13.6 PROCESSING APPLICATIONS

Applicants seeking to claim a preference must provide verification of eligibility at the time of application. Applications for public housing units will not be accepted until all required documentation is attached to the application. Interested applicants will be provided with a checklist that indicates the qualifications and acceptable verifications. Acceptance of an application and placement on a public housing waiting list does not ensure the applicant will qualify for assistance.

### 13.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority will attempt to notify any applicant whose name is being removed from any of the waiting lists. The Housing Authority will remove an applicant's name from the waiting list when:

- A. The applicant requests that the name be removed;



- B. The applicant fails to respond to communication efforts made by the Housing Authority. The Housing Authority utilizes the US Postal Service for the delivery of written correspondence, however RHA is not responsible for the timely delivery of mail;
- C. The applicant does not meet either the eligibility or suitability criteria for the housing program or incentive community qualifications. If the applicant does not meet the incentive community requirements they may still maintain their position on the waiting lists for Section 8 or conventional Public Housing;
- D. The applicant failed to keep a scheduled appointment; or
- E. The applicant failed to accept a unit offer.

### 13.8 CHANGES IN FAMILY CIRCUMSTANCES

Applicants are required to update in writing any changes to their family composition, preference status, mailing address and/or contact information to RHA. This will assist RHA in establishing and maintaining a current and updated system of applicants. If an applicant is disabled and requires reasonable accommodation in submitting changes the accommodation request must be made in writing unless the person's disability is obvious or otherwise known. Changes made while on the waiting list will not affect the original date and time of the application.

### 13.9 MISSED APPOINTMENTS

Failure to keep a scheduled appointment will result in an applicant being deemed ineligible for admission into the program in which the appointment was scheduled. The Housing Authority may allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule.

## 14.0 RESIDENT SELECTION AND ASSIGNMENT PLAN

### 14.1 APPLICATION PROCESS

The application will include basic eligibility information such as: date of the application, name, address, household members, birth dates, sources of income, employment status, social security numbers, and eligibility for preferences. The application will be placed on the waiting list by date and time, bedroom size, and any preferences.

### 14.2 PREFERENCES

Preferences do not guarantee admission. They establish the order of placement on the waiting list. The Housing Authority may select families based on the following preferences once approved:

- A. Applicants who live or work in Wake County.
- B. Mobility impaired applicants when a mobility accessible unit is available.
- C. Working Families: Defined as twenty-four months of uninterrupted employment of 35 hours per week or more by the head of household, co-head, or spouse.
- D. Elderly (defined as 62 years of age or older).
- E. Disabled.

14.3 SPECIAL ADMISSIONS

- A. RHA may accept up to 20 applicants per fiscal year from an agency with whom RHA has a current Memorandum of Agreement. Applicants must meet eligibility requirements for admission.
- B. Displacement: Applicants who can document that they have been displaced by a natural disaster declared by the President of the United States or through no fault of their own by governmental action as directed by RHA Board of Commissioners.
- C. Police Officers: RHA may offer housing at the Project Expense Level (PEL) for one police officer per public housing complex, excluding the scattered site single-family homes, upon determination of need by the Housing Authority to provide additional security for residents. Terms and conditions are outlined in the Lease Agreement.

14.4 ELDERLY DESIGNATED UNITS

RHA secured approval to operate two communities as Elderly Designated Housing. These communities are Glenwood Towers and Carriage House. There are 386 units in these two high-rise communities. The plan indicates that elderly applicants 62 and above get first opportunity, then applicants between 55 and 61, and lastly “near elderly” applicants down to age 50. Both of these buildings were originally designed and operated to house senior citizens and RHA intends to continue operating them in this manner.

14.5 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1

1	1	2
2	2	4
3	3	6
4	6	8
5	8	10

These standards shall be assigned with the recommendation of no more than two (2) people to a bedroom. Zero bedroom units will only be assigned to one-person families.

- A. The Housing Authority will not determine who shares a bedroom. The Housing Authority may grant exceptions from the standards if the family requests and the Housing Authority determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other circumstances. Requests based on health-related reasons must be specific to the need and must be verified by a doctor, medical professional, or social service professional.
- B. The Housing Authority retains the right to house families in larger units in order to operate the portfolio efficiently and to minimize the inconvenience to families.

#### 14.6 SELECTION FROM THE WAITING LIST

The Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met, RHA shall monitor the incomes of newly admitted families. The incomes of applicants on the waiting list will be reviewed annually to ensure the applicant pool is sufficient to meet these income targets.

#### 14.7 QUALIFICATIONS FOR INCENTIVE COMMUNITY

In addition to previously outlined qualifications, factors which determine eligibility and continued occupancy for an Incentive Community are:

- A. Applicants must agree to assume additional responsibilities for the upkeep of the home. These items may include but are not limited to the cutting of the lawn, edging and trimming of hedges, and shampooing of carpets. Occupants are also expected to water the lawns to preserve the grounds. The additional expense for watering the lawn is included in the utility allowances for the unit.
- B. Excluding the elderly and disabled, residents have one opportunity to reside in an Incentive Community for up to a ten year cumulative period of time. The time limit will resume from the original date of move-in for residents transferring among incentive communities. If at the end of the ten-year period the family is not ready to vacate, they will be transferred to conventional public housing at the resident's expense. Once a resident vacates an Incentive Community, the

resident terminates their one time opportunity and will no longer be eligible to reside in any of the public housing Incentive Communities.

- C. If the head of household and/or co-head loses their job, they are expected to pursue and gain full time employment of at least 35 hours per week within 3 months from the date of unemployment or will be transferred to conventional public housing at the expense of RHA. More than one 3 month interruption of employment in a recertification period may result in transfer to conventional Public Housing at the expense of RHA.
- D. During residency, the resident commits to completing additional financial and homeownership training. Documentation of the completed training programs must be provided to the property management office annually.
- E. Management will review the resident credit report and bank statements annually. Credit scores will be tracked and discussed with the resident at reexamination.

#### 14.8 DECONCENTRATION POLICY

RHA reviews deconcentration goals as part of the Agency Plan. The process is to determine the average income of all developments and compare it to each community average. The acceptable range is 85% to 115% of the community wide average. If the analysis results in communities below this acceptable range, RHA may bring higher income residents into lower income developments and vice versa. RHA will continue to improve its marketability through making improvements to modernize units and make them competitive with other affordable housing units in this community. RHA will endeavor continue to use marketing tools to promote its units throughout the community.

#### 14.9 OFFER OF A UNIT

The Housing Authority will contact the family first by telephone to make the unit offer. The family will be given a 24 hour time frame to accept or reject any unit offer made via telephone. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date of the letter to contact the Housing Authority regarding an offer.

#### 14.10 OFFER OF ACCESSIBLE UNIT

Families who do not require the special features of an accessible unit may be offered these units if there are no current residents on the transfer list or applicants requiring these units.

When an accessible unit becomes vacant, RHA will assign the unit to families who do not require the special features in the following order:

- A. A current resident within the development or other public housing developments who requires the special features of the vacant unit and has an approved reasonable accommodation request or is on the transfer list for an accessible unit; then
- B. An eligible qualified applicant on the waiting list who requires the vacant accessible unit.

When offering an accessible unit to a applicant who does not require the special features, RHA will require the applicant to the Accessible Unit Waiver Form agreeing that the applicant will transfer within 30 days to the first available vacant unit of appropriate size, at the same or comparable housing development site, should the accessible unit be required for an eligible disabled family.

#### 14.11 REJECTION OF UNIT

Refusal to accept any public housing unit will not affect the applicant’s position on the Section 8 waiting list. If a unit is offered and is refused, the applicant’s name will be dropped from that specific waiting list.

#### 14.12 ACCEPTANCE OF UNIT

The signing of the Lease and the review of financial information will be privately handled. The Lease shall be explained prior to execution in duplicate. The applicant will be provided a copy of the Lease and pertinent information.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to one month’s gross rent or \$500.00 whichever is greater. The security deposit for Capitol Park Incentive Community Townhomes/Single Family Homes will be equal to one month’s gross rent or \$700.00 whichever is greater. The security deposit for Chavis Heights Incentive Community Townhomes will be equal to one month’s gross rent or \$700.00 whichever is greater. The security deposit for Incentive Scattered Sites Single Family Homes will be equal to one month’s gross rent or \$800.00 whichever is greater. In exceptional situations, the Housing Authority may permit a new resident to pay their security deposit in accordance with the Repayment Agreement Policy.

### **15.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

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

#### 15.1 INCOME

- A. Annual income means all amounts, monetary or not, that:
1. Go to (or on behalf of) the family head, co-head, or spouse (even if temporarily absent) or to any other family member; or
  2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  3. Are not specifically excluded by law from annual income.
- B. Annual income includes, but is not limited to:
1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
  2. The net income from the operation of a business or profession. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
  3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets in excess of \$5,000. Annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate and reviewed annually by RHA. While permitted by HUD, where the family has net family assets equal to or less than \$5,000, the Housing Authority does not need to request supporting documentation. The application and reexamination documentation, which is signed by the head, co-head or spouse, can serve as the declaration of these assets.
  4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. Deferred periodic amounts from Supplemental

Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. Lump sum additions such as insurance payments from worker's compensation are excluded.
6. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
7. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded).

## 15.2 EXCLUDABLE INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults;
- C. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance, mandatory fees and charges (in addition to tuition) paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits;

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend not to exceed \$150.00 per month for performing a service for the Housing Authority, on a part-time basis, that enhances the quality of life in the developments. Resident may not receive more than one such stipend annually;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household, co-head, and spouse);
8. Adoption assistance payments in excess of \$480 per adopted child;
9. The incremental earnings due to employment during the 12-month period following date of hire will be excluded. This exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years. For the initial 12-month period, the family's rent is not increased. For the second 12-month period, the family's rent will be increased by the amount representing up to 50 percent of the total rent increase normally applicable in the absence of this provision. In the third year, the balance of the rent increase will be phased in.
  - b. If the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the forty-eight (48) month period, and continued until the disallowance has been applied for a total of twelve (12) months of each disallowance (the initial twelve-month full exclusion and the second twelve-month phase-in exclusion).



- c. The Earned Income Disallowance (EID) is limited to a lifetime twenty-four (24) month period for the qualifying family member. At the end of the twenty-four (24) months, the EID will end regardless of how many months were utilized.
10. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  11. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

### 15.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent.
- B. \$400 per family for families whose head, co-head or spouse is disabled or at least sixty-two (62) years old.
- C. For any family that is not elderly or disabled but has a member (other than the head, co-head, or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This deduction may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.
- E. Child care expenses for the care of children under age 13 (including foster children) may be deducted from annual income if all of the following are true:

1. The care is necessary to enable a family member to work, seek employment or further his/her education (academic or vocational).
2. The family has determined there is no adult family member capable of providing care during the hours care is needed.
3. The expenses are not paid to a family member living in the unit.
4. The amount deducted reflects reasonable charges for child care.
5. The expense is not reimbursed by an agency or individual outside the family.
6. Child care expenses incurred to permit a family member to work must not exceed the amount earned by the family member made available to work during the hours for which child care is paid.
7. When child care enables a family member to work or go to school, the rule limiting the deduction to the amount earned by the family member made available to work applies only to child care expense incurred while the individual is at work. The expense for child care while that family member is at school or looking for work is not limited to an amount to be deducted.

## **16.0 VERIFICATION**

The Housing Authority will verify information pertaining to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination will also be reviewed and verified.

All income information provided by an applicant will be checked against the Enterprise Income Verification (EIV) system or its successor. The EIV may provide a single source of income-related data to public housing agencies (PHAs) for use in verifying the income reported by residents. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system.

The EIV system is a web-based system that contains resident wage and benefit data. The data is used to compare resident income data obtained from various sources including:

1. Resident-supplied income data captured on Form HUD-50058 and maintained in the Public Housing Information Center (PIC) databases;
2. Wage information from the State Wage Information Collection Agencies (SWICAs);

3. Social Security and Supplemental Security Income from the Social Security Administration; and,
4. User Profile information from the PIC database.

## 16.1 FAMILY CONSENT TO RELEASE OF INFORMATION

The family must supply any information that RHA or HUD determines is necessary to the administration of the program and must consent to RHA verification of that information.

All adult applicants and residents are required to sign form HUD-9886, Authorization for Release of Information. This form facilitates automated data collection and computer matching from specific sources. HUD and RHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

If any family member who is required to sign a consent form fails to do so, RHA will deny admission to applicants and terminate the lease of residents. The family may request a hearing in accordance with RHA's grievance procedures.

## 16.2 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. The Housing Authority will utilize the EIV system to obtain income information and employment history. Other information will be verified by third party verification. If deductions are requested, receipts will be required. This type of verification includes written documentation with forms sent directly to and received directly from a source, not passed through the hands of the family. This verification may also be a direct contact with the source, in person or by the telephone. Verification forms and reports received will be retained in the applicant/resident file.

When third party verification cannot be obtained, the Housing Authority may accept documentation received from the applicant or resident. The Housing Authority may accept hand carried documentation if third party verification is not received within 3 business days from the date of request. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party nor hand-carried verification can be obtained, the Housing Authority will accept an affidavit or a notarized statement signed by the head, co-head, or spouse. Such documents will be maintained in the file.

### 16.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

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

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

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

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

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

### 16.4 TIMING OF VERIFICATION

Verification information must be dated within one hundred twenty (120) days of certification or reexamination. If the verification is older than this, the information will be re-verified.

When an interim reexamination is conducted, the Housing Authority will verify and update those elements reported to have changed.

### 16.5 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status and Social Security numbers will be verified only once. This verification will be obtained prior to admission. Prior to a new member joining the family, their citizenship/eligible non-citizen status and Social Security numbers will be verified.

## 17.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

### 17.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount. During each reexamination, the head of household will be required to sign the Rent Choice Certification form.

- A. Families will be required to go through an annual reexamination.
- B. Families who opt for the flat rent may request to return to the formula based method at any time for the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

## 17.2 FORMULA METHOD

The total tenant payment (TTP) is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or

The family will pay the greater of the total tenant payment or a minimum rent of \$50.00.

## 17.3 MINIMUM RENT

RHA has implemented a minimum rent of \$50 per month for the Public Housing program. The Quality Housing and Work Responsibility Act of 1998 authorized the implementation of the minimum rent. It is the belief of this agency that a \$50 minimum rent is reasonable. The legislation requires financial hardship status to be granted immediately to families requesting a hardship exemption upon request for a period of up to 90 days. These hardships include situations in which the family is awaiting an eligibility determination for some type of local, state or federal financial assistance. Hardships are defined as situations in which the family income decreases due to changed circumstances, loss of employment, death or other situations as determined by the housing authority.

If a recipient of housing assistance requests a hardship exemption for a situation that is determined to be temporary, an exemption for non-payment of the minimum rent will not be granted during the 90-day period. The 90-day period starts on the day the exemption is requested which is the date the completed Hardship Questionnaire and all supporting documentation are delivered to RHA. However, if the hardship is determined to be long-term, the family will be exempted from the minimum rent for the 90-day period. This exemption may be extended for an additional 90-day period if the situation warrants it. During the exemption period the family will be required to complete the Questionnaire monthly to document the family status. It is the responsibility of the family to provide the documentation necessary to secure an exemption from the minimum rent.

The request for a Hardship Exemption is determined to be filed when the Hardship Questionnaire and verifying information are returned to the housing authority. The 90-day exemption period starts on the day the Questionnaire is received and date stamped by RHA. RHA may take up to 30 days to render its decision on the Hardship Exemption. Rent continues to accrue during this review although the family cannot be evicted for the inability to pay it. If the hardship is approved, the rent will be forgiven. If the hardship is not warranted, the rent will continue to accumulate to the tenant account and could result in a Lease termination if not paid.

#### 17.4 FLAT RENT

The Housing Authority has set a flat rent for each public housing unit. HUD requires that all flat rents be based on 80% of the most current Fair Market Rent, as published by HUD, minus the appropriate utility allowance for each unit size. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change.

The Housing Authority will post the flat rents at each of the developments and in the Housing Management Central Office. The flat rents are incorporated in this policy upon approval by, Housing Authority Board of Commissioners.

#### 17.5 UTILITY ALLOWANCE

The Housing Authority shall establish a utility allowance for all resident-paid utilities. Allowances will be evaluated at least annually.

The utility allowance will be subtracted from the family's formula to determine the amount of the resident rent. The resident rent is the amount the family owes each month to the Housing Authority. Any utility cost above the allowance is the responsibility of the resident.

Utility reimbursements occur when any applicable utility allowance for resident-paid utilities exceeds the TTP. RHA will pay the utility reimbursements directly to the utility provider and must notify the family of the amount paid to the utility company.

For Housing Authority paid utilities, the Housing Authority may monitor the utility consumption of each household. Utility allowance revisions, based on rate changes approved by RHA Board of Commissioners, shall be effective at the next scheduled annual reexamination. Revisions based on changes in consumption or other reasons shall become effective upon a thirty-day written notice.

#### 17.6 PAYING RENT

Rent and other charges are due and payable on the first day of the month. Rent payments can be mailed to RHA, 900 Haynes Street, Raleigh, North Carolina 27604 or placed in the drop box located at 900 Haynes Street. As a safety measure, no cash will be accepted

as rent payment. Partial rent payments may be accepted but do not negate RHA's right to terminate the Lease.

Acceptance of partial payments does not create a custom nor constitute a waiver of resident's obligation to pay on time.

If the total rent and/or other charges are not paid by the fifth business day of the month, a legal notice of termination will be issued to the Resident. In addition, a late charge will be assessed to the resident. If rent and/or other charges are paid by a personal check and the check is returned by the financial institution for any reason, this shall be considered a non-payment of rent and will incur a late charge plus an additional charge for processing cost. Once a personal check is returned, the resident will be given written notification stating no further personal checks will be accepted. After a year of satisfactory payment history, a resident may request a review of their payment history to determine if personal checks may be accepted.

## **18.0 LEASING REQUIREMENTS**

### **18.1 GENERAL**

A public housing resident may occupy a public housing unit pursuant only to a lease that meets certain requirements. The public housing lease is a legal contract between a Housing Authority and a resident. The Lease establishes the Housing Authority's obligations to its residents as well as the obligations of the residents to the Housing Authority. Much of the Lease is governed by the HUD regulations in 24 CFR Part 966.

There are several general requirements relating to the leasing process, including who must sign the Lease and the process of reviewing the terms with the head of household. The Lease must be executed by the resident and the Housing Authority.

Before the family executes the Lease, the Property Manager should review the terms of the Lease with the resident and answer any questions. A copy of the signed lease should be provided to the resident and the original will be maintained in the resident's file.

The Lease should not be signed until the dwelling unit has been inspected and documented to be in safe, decent and sanitary condition. When an applicant accepts a unit, the Housing Authority conducts a pre-occupancy or move-in inspection with the resident or a representative of the resident. The Housing Authority must provide the resident with a written statement or form noting the conditions of the dwelling unit and the equipment or appliances provided with the unit. Once the Lease is executed, the resident may terminate the Lease at anytime upon submitting a thirty (30) day written notice.

## **19.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **19.1 GENERAL**

The Community Service and Self-Sufficiency Requirement is described in Section 12 C of the United State Housing Act of 1939.

In order to be eligible for continued occupancy, each adult family member working less than 30 hours per week must either: (1) contribute eight hours per month or 96 hours aggregated during the course of a year of community service (not including political activities); or (2) participate in an economic self-sufficiency program.

## 19.2 EXEMPTIONS

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

- A. Family members who are 62 or older.
- B. Family members who are disabled.
- C. Family members who are the primary care giver for someone who is blind or disabled.
- D. Family members engaged in work activities.
- E. Family members who are exempt from work activity under Part A Title IV of the Social Security Act or under any other state welfare program, including the Welfare-to-Work Program.
- F. Family members receiving assistance and in compliance under a state program funded under Part A Title IV of the Social Security Act or under any other state welfare program.
- G. Family members of a household in compliance with and receiving assistance through the Supplemental Nutrition Assistance Program (SNAP).

## 19.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority will identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority will notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority shall verify such claims.



The notification will advise families of their community service obligation. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy.

#### 19.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work that will improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

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

The Housing Authority may coordinate with social service agencies, local schools, non-profits, and local businesses to assist in identifying a list of volunteer community service positions.

#### 19.5 COMMUNITY SERVICE PROCEDURES

At each annual reexamination, the Housing Authority may do the following:

- A. Provide a list of volunteer opportunities to the family members;
- B. Provide information about obtaining suitable volunteer positions;
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work. This completed form is turned into the management office each month to ensure residents are in compliance; or
- D. Thirty (30) days before the family's next reexamination date, the Housing Authority will review whether each applicable adult family member is in compliance with the community service requirement.

#### 19.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and

- C. That unless the family member(s) enter into an agreement to comply, the Lease will be terminated.

#### 19.7 OPPORTUNITY FOR CURE

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the reexamination date of the Lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall, at the same time, stay current with that year of community service requirement. The first eight hours a resident earns goes toward the current commitment year until the current year commitment is met. If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by the next annual re-examination, the Housing Authority will not renew the Lease and the entire family will have to vacate.

#### 20.0 TEMPORARY/PERMANENT ABSENCE FROM UNIT

Generally, an individual who is or is expected to be absent from the unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below:

- A. Any members of the household incarcerated at any time for drug related or criminal charges will be considered as permanently absent from the unit.
- B. If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, RHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as the resident complies with all Lease requirements. A resident may request in writing to have a longer absence approved. RHA has full discretion of approval, and will make determinations on a case by case basis.
- C. When someone has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the RHA indicating that the student has

established a separate household or the family declares that the student has established a separate household.

- D. Children temporarily absent from the home as a result of placement in foster care are considered member of the family. If a child has been placed in foster care, RHA will verify with the appropriate agency whether and when the child(ren) is expected to be returned to the home unless the agency confirms that the child has been permanently removed from the home, the child(ren) will be counted as a family member.

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

## **21.0 REEXAMINATIONS**

- A. At least annually, the Housing Authority will conduct a reexamination of family income and composition. The results of the reexamination determine: (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size. The resident is required to provide the Housing Authority with accurate and current information and the Housing Authority will verify the following:

- Family composition
- Age of family members
- Annual income and sources of income of all family members
- Deductions for computing adjusted income
- Assets
- Community service and economic self-sufficiency activities and exempt status of all family members age 18 and over
- Social security numbers and birth certificates for new family members
- Citizenship or eligible immigrant status of new family members
- Criminal background check of all family members age 18 and over
- Signed tax transcript forms (450 6-T) may be required

- B. Documentation of Financial / Home Ownership training will be required for residents in Incentive Housing Communities.

## **21.1 GENERAL**

The Housing Authority will send a notification letter to the family letting them know the scheduled date and time for their annual reexamination. During the reexamination period, the family will be given an option of selecting either the flat rent or formula method.

During the reexamination process, the Housing Authority will determine whether the family composition may require a transfer to a unit of a different bedroom size, and if so, the family's name will be placed on the transfer list.

## 21.2 MISSED APPOINTMENTS

If the family fails to respond to the reexamination letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Housing Authority taking eviction action against the family.

## 21.3 RENT CHOICES

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form, and verifications will be mailed to verify the family circumstances.

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

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. Minimum rent

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00 or the family will be given the option of choosing the flat rent amount.

## 21.4 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATION

A written notification will be mailed to the family thirty (30) days prior to the effective reexamination date.

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

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

## 21.5 INTERIM REEXAMINATION

Upon receiving a resident request for an interim, RHA must process a reexamination of family income and/or composition within a reasonable time, which is only the amount of time needed to verify the information. Generally, this should not exceed 30 days.

Families are required to report in writing all changes in income and household composition to the Housing Authority within thirty (30) days of the occurrence. In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the Lease. Before adding the new member, the individual must complete an interim report stating their income, assets, and all other required information. The individual must provide their Social Security number, birth certificate and must verify their citizenship/eligible immigrant status. The new requested household members will go through the same screening process used for new applications. The Housing Authority will determine eligibility of the individual before adding them to the Lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing of the decision. If they are found to be eligible and pass the screening criteria, their name will be added to the Lease. If the family's rent is determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member.

RHA will not process an interim reexamination if:

- A. A resident reports an increase of the household's cumulative income of no more than \$200 a month.
- B. A resident reports a decrease in income and RHA has confirmation that the decrease will last less than one month.
- C. A resident reports an income that does not warrant a rent change.

## 21.6 SPECIAL REEXAMINATION

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

## 21.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATION

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

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first day of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change within ten (10) days of the change, the change will be effective the first day of the month after the rent amount is determined.

## 21.8 ZERO INCOME FAMILIES

The Housing Authority will run an EIV report to verify wages when families report zero income. While on zero income, the head of household will be on a monthly reporting basis. Heads of households on monthly reporting must sign a statement regarding the income of all household members and other information regarding the economic status of the household.

## 21.9 OVER INCOME LIMIT

The following policy will be followed to address resident income that has exceeded 120 percent of the area median income for two consecutive years.

- A. If it is determined that upon an annual or an interim reexamination that the Resident income exceeds 120 percent of the area median income limit, RHA will document and notify the Resident of such.
- B. If at the second reexamination year, the Resident income continues to exceed the threshold, RHA will notify the Resident in writing that they will be required to pay current Fair Market Rent or their lease will be terminated.
- C. If RHA discovers through an annual or interim reexamination that the Resident is below the threshold, the Resident is entitled to a new two-year grace period.

## 21.10 CALCULATION ERRORS

If RHA makes a calculation error at admission to the program, at an interim or annual reexamination, an interim reexamination will be conducted to correct the error. The family will not be charged retroactively. Families will be given decreases, when applicable. The decrease will be retroactive to when the change would have been

effective if calculated correctly. When crediting an account, RHA will make the necessary account adjustments in accordance with the record retention policy.

## **22.0 UNIT TRANSFERS**

### **22.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To be in accordance with the Violence Against Women's Act.
- C. To avoid over-housed and under-housed families, by placing each family in the appropriate size unit.
- D. To address medical transfers or to make an accessible unit available for residents in need.
- E. To facilitate a relocation when required for modernization or other management purposes.
- F. To minimize vacancy loss and other expense due to unnecessary transfers.
- G. To facilitate relocation of families with inadequate housing accommodations.

### **22.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Priority will be given to current residents over applicants from the waiting list.

Category 2: Immediate administrative transfers. These transfers are necessary in order to accommodate a family needing accessible features.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families, to correct occupancy standards, to allow for non-emergency but medical transfers, and other transfers approved by the Housing Authority when a transfer is the only or best way of resolving a serious problem.

### **22.3 DOCUMENTATION**

- A. If a medical transfer is requested, a physician's statement must be provided indicating the need for the transfer so that a suitable transfer unit can be identified. Information as to the medical condition of the resident is not required.
- B. If an emergency transfer is requested under the VAWA act, the resident must complete and submit the required documentation in accordance with RHA's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking.

#### 22.4 RESIDENTS IN GOOD STANDING

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

#### 22.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the categories listed above. Each transfer will be stamped by date. The Housing Authority will transfer households to an appropriate public housing unit that meets the families housing needs based on availability.

Upon offer and acceptance of a unit, the family will execute all leasing documents. The resident will be required to move to the new unit within three days (excluding Sunday) from the date the new lease has been signed. Double rent will be charged to the resident beyond the three days allowed. In case of a transfer within public housing, the security deposit for the first unit will be transferred to the second unit. If the original security deposit is less than the amount of the new security deposit, the resident is responsible to pay the additional amount required by the Housing Authority.

- A. If a family rejects without "good cause" any unit offered, this will result in removal from the transfer list. The family will be allowed one (1) rejection with good cause. RHA reserves the right to determine what constitutes good cause.
- B. If the transfer is determined necessary by the Housing Authority and the family rejects the offer without good cause, the Housing Authority will take action to terminate their tenancy.
- C. If residents are found to not be in good standing at the time that a unit is assigned to them, they will not be removed from the transfer list but be held as pending until the residents re-establish good standing status.

#### 22.6 COST OF THE FAMILY'S MOVE

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



- A. When the transfer is made at the request of the family or by others on behalf of the family:
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller:
- C. When a family that does not need special features occupies an accessible unit needed by a disabled family: or
- D. When a transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority in accordance with current Uniform Relocation Assistance and Real Property Acquisition Act rates in the following circumstances:

- AA. When the transfer is needed in order to carry out rehabilitation activities;
- BB. When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable;
- CC. The Housing Authority will pay moving expenses to transfer a resident with a disability from a non-accessible unit to an accessible unit as an accommodation for the resident's disability: or
- DD. Residents in an Incentive Community with work requirements that become unemployed, underemployed, or disabled.

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

## 22.7 TRANSFER REQUESTS

A resident may request a transfer at any time by completing a transfer request form. If the transfer is approved, the family's name will be added to the transfer waiting list. If the transfer is denied, the request form is returned with a statement indicating the reason(s) for the denial.

## 22.8 RIGHT OF THE HOUSING AUTHORITY

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

## 23.0 INSPECTIONS

An authorized representative of the Housing Authority and the head of the household, co-head, or spouse will inspect the premises prior to commencement of occupancy. Both parties will sign the move-in inspection form. The resident will be given a copy and a copy will be retained in the resident file. All observed and documented repairs will be called in by a housing representative. An authorized housing representative will inspect the premises when the resident vacates, take photos when needed and furnish to the resident a statement of charges owed to the Housing Authority. The resident's security deposit can be used to offset any damages made to the Housing Authority's property.

#### 23.1 MOVE-IN INSPECTION

The Housing Authority along with the head of household, co-head, or spouse will inspect the unit prior to signing the Lease. Both parties will sign the move-in inspection form stating the condition of the unit. A copy of the signed inspection will be given to the resident and the original will be placed in the resident file.

#### 23.2 QUALITY CONTROL INSPECTION

The Housing Authority will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues. The purpose of these quality control inspections is to assure repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. Inspections will be conducted within fifteen (15) business days of the completed work order. The work order will serve as notice.

#### 23.3 ANNUAL INSPECTION

The Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct deficiencies. Residents will be charged for work items beyond normal wear and tear.

#### 23.4 PREVENTIVE MAINTENANCE INSPECTION

This inspection is intended to keep items in good repair, which will extend the life of the unit and its equipment.

#### 23.5 SPECIAL INSPECTION

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

#### 23.6 HOUSEKEEPING INSPECTION

As necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

#### 23.7 TRANSFER INSPECTION

The Housing Authority will conduct a housekeeping inspection which the family must pass prior to being placed on the transfer list. The resident must have a satisfactory housekeeping inspection within 30 days of any unit offer.

#### 23.8 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, transfer inspections, and housekeeping inspections the Housing Authority will give the resident at least two (2) days written notice. No notice will be given for performing systematic routine maintenance.

#### 23.9 EMERGENCY INSPECTION

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

#### 23.10 PRE-MOVE-OUT INSPECTION

When a resident gives a 30-day written notice that they intend to move, the Housing Authority may offer to schedule a pre-move-out inspection with the family. The inspection will help the family to identify any problems, which if left uncorrected, could lead to maintenance charges. This inspection is a courtesy to the family extended by the Housing Authority and does not address damage done subsequent to the inspection.

#### 23.11 MOVE-OUT INSPECTION

The Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. This inspection becomes the basis for any claims that may be assessed against the security deposit.

### **24.0 SMOKE FREE HOUSING AND BUILDING POLICY**

#### 24.1 POLICY

This policy establishes standards and requirements to provide a smoke-free housing and building policy environment for all RHA residential and administrative properties. This policy does not prohibit individual residents from smoking. However, smoking is not

permitted anywhere inside restricted areas, and within a 25 foot perimeter outside of any buildings.

- A. Effective May 1, 2018, smoking will be prohibited in restricted areas. All current and new residents, guests, employees, contractors and visitors in and/or on RHA property will be prohibited from smoking inside restricted areas as defined in this policy.
- B. This policy will not apply until the effective date, at which point it will be incorporated into all residents' lease agreements. Failure of any resident to follow the smoke-free housing and building policy after the effective date will be considered a lease violation.
- C. Any cigarette, tobacco or other smoking materials not properly disposed of may be cause for a charge to the residents account for trash removal.
- D. Repeated violations of the smoke-free housing and building policy may be considered material noncompliance with lease requirements and may be good cause for lease termination.

## 24.2 ENFORCEMENT

If the smell of smoke is reported, RHA will seek the source of the smoke and appropriate action will be taken. Residents are encouraged to promptly give their Property Manager a written statement of any incident where smoke is migrating into the Resident's rental unit from sources outside of the Resident's home. Any violation of the smoke-free housing and building policy by any resident, resident household member, or guest will be considered a lease violation. The following progressive plan will be enforced:

- **1<sup>st</sup> Violation:** Verbal/written warning and provide cessation information.
- **2<sup>nd</sup> Violation:** Written warning and provide cessation information.
- **3<sup>rd</sup> Violation:** Written warning, conference with Property Manager, and provide cessation information. A nuisance charge may also be applied to the resident's rental account.
- **4<sup>th</sup> Violation:** Lease Termination subject to RHA's grievance procedure.

## 24.3 SMOKING CESSATION ASSISTANCE

Smoking cessation resources provided by outside agencies will be made available to residents. RHA staff is not qualified to answer questions and otherwise provide smoking cessation assistance. Staff is only equipped to refer residents to options and opportunities of smoking cessation available in their community.

## 24.4 DEFINITIONS

- “Smoking” is defined as the carrying or smoking of a lit product or the burning of any substance or material to be inhaled including, but not limited to: cigarettes, cigars hookahs/water pipes, electronic cigarettes, or pipes.
- “Housing Authority property” means any property owned, leased, or otherwise controlled or operated by RHA, including buildings, other structures and grounds, and vehicles owned or leased by the Housing Authority.
- “Restricted Areas” means indoor areas of all RHA buildings owned and operated by the Housing Authority such as rental units, and including but not limited to: porches, patios, electrical closets, storage units, administration buildings, and in other areas designated by RHA as smoke-free.
- “25 foot perimeter” means there is to be no smoking in the 25 foot perimeter which means all outdoor areas up to 25 feet from any RHA owned and operated buildings, rental units, community rooms, administrative office buildings.

## 24.5 DISCLAIMER

Raleigh Housing Authority is not acting as a guarantor of this policy. RHA disclaims any implied or express warranties that the building, common areas or resident’s premises will have any higher or improved air quality standards than any other rental area, or will be free from second or third hand smoke. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the RHA does not assume any higher duty of care to enforce this policy than any other RHA obligation under the lease. Failure to enforce any part of this policy does not negate the right of the RHA to enforce it in the future.

## 25. PET POLICY/AGREEMENT

### 25.1 EXCLUSIONS

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the Housing Authority Pet Policy. Residents are to maintain their units and associated facilities in a decent, safe, and sanitary manner and animals cannot disturb neighbors.

### 25.2 PET LIMITATIONS

Pets will be limited to the usual domestic pets of cats, dogs, birds, hamsters, gerbils, guinea pigs and fish. Only one pet will be permitted per household unless otherwise stated. These pets are subject to the following standards:

Dogs – shall not exceed 35 pounds at full maturity

Cats – shall not exceed 20 pounds at full maturity

Hamsters, gerbils and guinea pigs – shall be kept in cages at all times and not to exceed a total of two pets

Fish – aquariums shall not exceed 20 gallons

Bird – one cage allowed per household with a maximum of two birds. Large birds such as parrots or macaws will not be allowed.

Pets that exceed the weight limit must be removed from the premises within 48 hours of notice from RHA. Failure to adhere to these limitations is grounds for lease termination.

Other pets are not allowed including but not limited to ferrets, rabbits, monkeys, reptiles including snakes and lizards, large birds and others. Other pets not specifically listed must be cleared in writing by RHA management prior to acquiring the pet as appropriate.

### 25.3 PET DEPOSIT

A pet deposit will be required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

Dogs - \$300 refundable paid in advance for all units except townhomes and single-family homes; \$500 refundable paid in advance for townhomes and single-family homes.

Cats - \$300 refundable paid in advance for all units except townhomes and the single-family homes; \$500 refundable paid in advance for townhomes and single-family homes.

Others - \$100 refundable fee paid in advance.

Exclusion: Service/emotional support animals are not considered pets; therefore, they are not subject to a security deposit or other fees and are not required to be trained.

### 25.4 OWNER RESPONSIBILITIES

Pets are a serious responsibility and risk for each resident in the dwelling unit and community. If not properly controlled and cared for, pets can disturb the rights of others and cause damage running into many hundreds of dollars for which residents will be held liable.

- Pets are only allowed with the prior written approval of RHA. Residents will be required to complete and sign a Pet Policy/Agreement form before the Housing Authority will approve the request. A sticker will be issued to the resident that must be displayed on the top right corner of the front or back door of the unit. This will provide a notice that a pet is present in the unit. Pets must be confined in a kennel for housing inspections and work order completion. RHA is not responsible for pets if they are not properly confined. A kennel or similar cage for securing pets is required. Owner's failure to confine a pet may result in a charge as posted on Maintenance Charge list.

- Pets are to be under the owner's control at all times. Pets are not to roam freely and must be on a leash at all times. Pets are not to be tied or confined on porches, decks, patios or stoops. They also should not be tied or chained to any landscape features such as fences, clothesline poles, railings, stairwells, trees, steps or electrical boxes.
- Charges assessed for pet damages will become due and collectible 30 days after the Housing Authority gives written notice of the charges. Failure to pay for these damages will be grounds for eviction.
- The Housing Authority highly recommends that owners obtain renters insurance with pet coverage.
- Prior to approval, owner must provide proof that the pet's shots are current and it has been spayed or neutered. This verification is to be provided by a veterinarian and is to include the pet's weight at full maturity.
- Prior to approval, owner must provide a current color photo of the pet.
- Dogs and cats must be housebroken. The owner is responsible for cleaning up after and disposing properly of their pet's waste. Waste is to be removed by the owner and discarded in a plastic bag and then placed in an outdoor trash receptacle. In no case shall pets be permitted to utilize porches, patios, or decks to relieve themselves. Failure to meet this obligation is unsanitary and a serious health concern.
- The resident's apartment must be kept clean and free of pet odors.
- Pets are not to interfere with the peaceful enjoyment of the property by other residents. Barking dogs, abuse or neglect of the pets, aggressive behavior by pets including biting or attack postures will result in the termination of the pet agreement and force the removal of the pet from the premises. Any residents found in violation of the pet policy must have their pets permanently removed from the premises within 48 hours. In the case of an attack made on residents, guests or staff, animal control will be called and the pet must be immediately and permanently removed.
- No visitors will be allowed to bring pets onto the property.
- Children under the age of thirteen are not allowed to walk pets.
- RHA property is not to be used as a pet sitting or breeding business.
- When the pet is a cat, a litter box must be used. The box cannot be placed directly onto the floor, including carpet or tile. A piece of plywood at least as large as the litter box must be placed underneath the litter box. The litter must be replaced at least once per week to avoid odor, and cleaned daily. The litter must be disposed of in a plastic bag, secured at the top and placed in the trash. Inspections will include the litter box areas.

- The owner must have at least one alternate caregiver for the pet on file with RHA to include name, address and telephone number. This person will be responsible for walking, feeding, and otherwise caring for the pet in the event the owner should become ill or incapable of caring for the pet.
- No pet, other than the resident's authorized pet, will be allowed on the Housing Authority's property.
- If the responsible party is unwilling or unable to care for the pet, or if the Housing Authority cannot contact the responsible party or alternate caregiver, the Housing Authority may remove the pet at the owner's expense.
- A pet shall not be left in the residence unattended for longer than 12 hours. Alternate caregivers will be contacted if staff finds pets unattended. Animal control will be contacted if the alternate caregiver does not respond.

## **26.0 REPAYMENT AGREEMENTS**

At the sole discretion of the Housing Authority, installment agreements may be approved for the following reasons, but not limited to:

1. Verified resident hardship
2. Fire damages or casualty loss
3. Maintenance charges
4. Security deposits

All repayment agreements must be in writing, approved in advance by the Director of Housing Management and signed by a RHA representative and the resident. Failure to comply with the Repayment Agreement terms is good cause for lease termination. Unless otherwise approved by the Director of Housing Management, repayment agreements will be as listed:

- The Security Deposit Agreement will require one third down and the remaining balance paid equally within the next two months from the date of the agreement.
- All other repayment agreements will require 50% down and the remaining within the next two months from date of the agreement.
- Installment agreements will not be made for less than \$100.00.

## **27.0 RESIDENT OBLIGATIONS**

- A. Residents shall notify the Housing Authority immediately of any known need for repairs to the dwelling unit, and of known unsafe or unsanitary conditions in the



dwelling unit or in common areas and grounds of the dwelling unit. Resident failure to promptly report the need for repairs shall be considered to contribute to any damage that occurs. Immediate attention should be given to the following:

- Water damage
- Mold
- Chipping/peeling paint
- Inoperable door/window locks
- Missing range queens
- Missing knobs on range
- Missing/malfunctioning smoke detectors and carbon monoxide detectors
- Broken/missing outlet covers
- No heat
- No hot water
- Gas odor
- Clogged plumbing
- Torn carpet/floor covering
- Infestation (rodents, roaches, termites, bed bugs)
- Rotten/broken/missing stairs or rails
- Electrical shortages/exposed wires
- Inoperable RHA air conditioner units

Listed above are examples of some concerns that should be called in immediately to the work order system.

- B. The resident is responsible for the conduct of their guests/visitors while on RHA property.
- C. Resident must not allow trespassed individuals into the dwelling unit. If the resident or members of the household allow such trespassed individuals into the dwelling unit, such action will be considered a material and serious violation of the Lease and may result in termination of the Lease. In the event a trespassed individual tries to enter the premises, the resident must call the police to report the intrusion.

## **28.0 TERMINATION**

### **28.1 TERMINATION BY RESIDENT**

The resident may terminate the Lease at any time upon submitting a 30-day written notice and will be liable for rent and other charges for the full 30 day period. Residents who surrender a unit without giving a proper 30 day notice will be liable for the remaining time of the required notice period. Failure to give notice and to surrender the premises accordingly shall render the resident liable for the 30 day period following the discovery of the abandoned unit.

RHA will review the number of over-income families annually to determine the status of their continued occupancy. At RHA's discretion, over-income families could have their assistance terminated.

## 28.2 TERMINATION BY THE HOUSING AUTHORITY

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Failure to adhere to Smoke Free Housing and Building Policy
- G. Subletting of the premises;
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity or drug-related criminal activity on or off the premises;
- K. Fraud cases;
- L. The Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State Sex Offender Registration Program; and
- M. Other good cause.

If RHA is required to file a summary ejectment action to terminate the resident's Lease Agreement and is awarded possession in the summary ejectment action, RHA may recover costs and attorneys' fees up to the maximum amount permitted by law.

An arrest record will not be the sole basis of termination, but RHA may consider the following circumstances prior to terminating a lease for criminal activity:

1. The seriousness of the offending action, especially with respect to how it would affect other residents;
2. The extent of participation and 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 a victim of domestic violence, dating violence, sexual assault or stalking;
3. The effects that the eviction will have on other family members who were not involved in the action or failure to act;
4. The effect on the community of the termination, or of RHA's failure to terminate the tenancy;
5. The effect of RHA's decision on the integrity of the public housing program;
6. The demand for housing by eligible families who will adhere to lease responsibilities;
7. 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; and
8. The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future.

## **29.0 GRIEVANCE PROCEDURE**

The Grievance Procedure is intended to effectively and efficiently resolve disagreements between RHA and residents without the necessity of going to court. It is incorporated by reference into the Lease, and adopted pursuant to Title 24, Code of Federal Regulations, Part 996. During initial lease-up, a copy of the Grievance Procedure will be issued to the resident. The Grievance Procedure sets forth the guidelines and states the steps necessary to request a hearing.

The Grievance Procedure does not apply to disputes between residents not involving RHA nor does it apply to applicants for admission to developments operated by RHA. It is not a forum for suggesting policy changes or improvements to RHA. The Grievance Procedure does not apply to evictions for (1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of RHA's public housing premises by other residents or employees of RHA; or (2) violent or drug related criminal activity on or off RHA premises. These cases are filed directly with the courts.

## **30.0 VACATED ACCOUNT DEBT COLLECTION**

Residents who vacate owing an unpaid balance will be denied future housing assistance until the debt is paid. After Housing Authority staff has sent demand letter(s) and exhausted its collection efforts, the Housing Authority may pursue collection and share information regarding the debts owed to the following entities:

- Collection Agencies
- U.S. Department of Housing and Urban Development EIV Debts Owed Program
- North Carolina Setoff Debt Collection

### **31.0 RETURN OF SECURITY DEPOSIT**

After the family moves out, the Housing Authority may return the security deposit within 30 days. If the Housing Authority does not receive invoices relating to damages within 30 days of the vacate date, the Housing Authority will have up to 60 days to return the deposit.

### **32.0 RECORDS RETENTION**

RHA will maintain applicant and resident information in a way to ensure confidentiality. Resident and applicant files and records will be disposed of in a manner to prevent any unauthorized access to personal information.

- A. Ineligible applications will be retained for at least five (5) years.
- B. During the term of public housing residency, and for at least five (5) years following the end of participation, RHA will keep all documents related to a family's initial eligibility, initial occupancy, and end of participation.
- C. RHA will retain the last three (3) years of rent calculations, income verification, re-examinations and supportive documents related to changes in rent including form HUD-50058.