

MERIDIAN HOUSING AUTHORITY

MERIDIAN, MS

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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Adopted

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Note:

This plan (ACOP) also serves as our "Tenant Selection and Assignment Plan (TSAP)" because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.

The ACOP also includes the regulatory "One-Strike" provisions for admission to Public Housing and applicable sections of Title V of H.R. 4194, the Quality Housing and Work Responsibility Act.

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SECTION I.

INTRODUCTION

1. **Mission Statement** - *to provide affordable, decent, safe and sanitary housing with reasonable accommodations for eligible citizens of Meridian, Mississippi, and programs that promote self-sufficiency, empowerment and respect.*

In order to achieve this mission, we will:

Recognize residents as our ultimate customer;

Improve Public Housing Authority (MHA) management and service delivery efforts through effective and efficient management of MHA staff;

Seek problem-solving partnerships with residents, community and government leadership;

Apply MHA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

2. **Purpose of Policy** - The purpose of this policy is to establish guidelines for the Public Housing Authority (MHA) staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines are governed by requirements of The Department of Housing and Urban Development, with latitude for local policies and procedures. The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this MHA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR) Parts 900.

3. **Primary Responsibilities of the MHA:**

- A. Informing eligible families of the availability of public housing assistance;
- B. Determining and posting annually the utility allowances;
- C. Receiving applications from families and determining their eligibility for assistance;
- D. Inspecting Public Housing units to determine that they are safe, sanitary, decent and in good repair;
- E. Approving leases;
- F. Collecting rent on a monthly basis from tenants;
- G. Annual re-examinations of income, family composition and redetermination of rent;
- H. Authorizing and processing evictions; and,
- I. Ongoing maintenance and modernization of the public housing inventory.

4. Objectives - The objectives of this policy are to:
- A. Promote the overall goal of drug free, decent, safe and sanitary housing by:
 - (1) Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
 - (2) Insuring the fiscal stability of the MHA.
 - (3) Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to MHA employees.
 - (4) Insuring that Elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.
 - B. Facilitate the efficient management of the MHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of MHA inventory and staff.
 - C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.
5. Outreach - As much information as possible about Public Housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the MHA Office, the staff may be available to convey essential information.
- The MHA may hold meetings with local social community agencies.
 - The MHA may sponsor "Open House" programs within the public housing community to attract potential tenants to view a public housing unit.
 - The MHA may make known to the public, through publications in a newspaper as well as through minority media, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The MHA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy [CHAS]), the MHA planned programs will be incorporated in the CHAS.

SECTION II.

FAIR HOUSING POLICY

It is the policy of the MHA to comply fully with all Federal, State and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the MHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the MHA will provide access to information to public housing residents regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/tenants file.

SECTION III. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release tenant information.

Requests for information by other parties must be accompanied by a signed release request in order for the MHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations. (Reference HUD Form 9886)

SECTION IV. DEFINITION OF TERMS

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the HA Office.

1. ACCESSIBLE DWELLING UNITS – When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR sec. 8.32 & 40** [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
2. ADJUSTED FAMILY INCOME - Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:
 - A. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is seventeen (17) years of age or younger or who is eighteen (18) years of age or older and a verified full-time student and/or is disabled or handicapped according to this Section.
 - B. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).
 - C. A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.
 - D. A deduction for any elderly family:
 - (1) That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) percent of Total

Annual Family Income.

- (2) That has Handicapped Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Handicapped Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.
- (3) That has Handicapped Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.

E. A deduction for any family that is not an elderly family but has a handicapped or disabled member other than the head of household or spouse, Handicapped Assistance Expense in excess of three (3%) percent of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Handicapped or Disabled person.

F. Child Care Expenses: Amounts anticipated to be paid by the Family for children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers. The results are posted in the MHA office(s).

If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be established at the MHA established minimum rent.

3. ADULT - An adult is a person who has reached his/her 21st birthday, or emancipated by the courts; to mean having been relieved of the disability of non-age by the juvenile court. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
4. ALTERATION – Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reproofing, interior decoration or changes to mechanical systems. [**24 CFR sec. 8.3 & sec. 8.23(b)**]
5. BREAK-INS - Break-ins mean bona fide attempts at burglary which are reported to the police department and are subject to verification by written police reports furnished by the Tenant(s).
6. FLAT RENT - The method of establishing the reasonable market rental value of units, calculated in accordance with HUD regulations.
7. CHILD - A member of the family, other than the family head or spouse, who is under 18 years of age.
8. CHILD CARE EXPENSES - Child Care Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek

employment, be gainfully employed or to further his/her education. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment.

9. CHILD CUSTODY - An applicant/occupant family who does not have full custody of a child/children may only claim a child as a dependent by the following:
 - A. The applicant/occupant must have primary custody of the child.
 - B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two [2] singles eligible).
10. CITIZEN - A citizen or national of the United States.
11. DEPENDENT - A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.
12. DISABLED PERSON - (See Handicapped Person)
13. DISPLACED FAMILY - A person, or family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
14. ELDERLY FAMILY - A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.
15. ELDERLY PERSON - A person who is at least sixty-two (62) years of age.
16. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS - The documents which must be submitted to evidence citizenship or eligible immigration status.
17. FAMILIAL STATUS - A single pregnant woman having reach the age of 21 years and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same an single persons. Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as a single persons and only entitled to a one bedroom units. Once the child is born and/or the custody is obtained, the family will qualify for a two bedroom unit and authorized to transfer as outlined in the Transfer Section.
18. FAMILY - The term "family" as used in this policy means:
 - A. Two or more persons related by blood, marriage, or by operation of law. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); two or more persons who intend to share residency whose income and resources are available to meet the family's

needs and who have a history as a family unit or show evidence of a stable family relationship, who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 21 years of age or emancipated by the courts; to mean having been relieved of the disability of non-age by the juvenile court and having the ability to enter into a contract and capable of functioning as the head of the household. If an individual qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease.

- B. An elderly family;
 - C. A near-elderly family;
 - D. A disabled family;
 - E. A displaced family;
 - F. The remaining member of a tenant family; and
 - G. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
19. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for public housing and other project-based assistance) a housing unit with two or more bedrooms.
20. FIFTY PERCENT (50%) OF INCOME FOR RENT (If Applicable) - Preference - Families that pay 50% or more of their family income for rent including utilities qualify for a preference, in selecting applicants for admission to public housing.
21. FOSTER CHILDREN - With the prior written consent of the Landlord, a foster child may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:
- A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - B. The Landlord's obligation to make reasonable accommodation for handicapped persons.
22. FULL-TIME STUDENT - A member of a family (other than the head of household or spouse) who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.
23. HANDICAPPED ASSISTANCE EXPENSE - Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

24. HANDICAPPED PERSON AND/OR DISABLED PERSON - A person having a physical or mental impairment which:

A. Is expected to be of long-continued and indefinite duration,

B. Substantially impedes his/her ability to live independently, and

C. Is of such a nature that such disability could be improved by more suitable housing conditions.

1) All three conditions must be met to qualify as handicapped.

2) A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)). or is handicapped as defined below:

D. Section 223 of the Social Security Act defines disability as:

“Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or

In the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I) 1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.”

E. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

F. No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

25. HAZARDOUS DUTY PAY - Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

26. HEAD OF HOUSEHOLD - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

27. HOMELESS FAMILY - Any individual or family who:

- A. Lacks a fixed, regular, and adequate nighttime residence;
- B. Has a primary nighttime residence that is:
 - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
 - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- C. A homeless family does not include:
 - (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
 - (2) Any individual who is a Single Room Occupant that is not considered substandard housing.

28. INCOME EXCLUSIONS - Annual Income does not include such temporary, non-recurring or sporadic income as the following:

- A. Casual, sporadic, temporary, non-recurring income, including gifts.
- B. Amounts that are specifically received from, or are a reimbursement of, the cost of illness or medical care.
- C. Lump-sum additions to family assets, such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.
- D. The full amount of student financial assistance paid directly to the student or to the educational institution.
- E. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4636).
- F. The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 [7 USC 2017(b)].
- G. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 [42 USC 5044(g), 5058].
- H. Income of a live-in aide (as defined in this policy).
- I. Payments received from the Job Training Partnership Act [29 USC 1552(b)].
- J. Hazardous Duty Pay for a family member in the Armed Forces away from home and exposed to hostile fire.
- K. Income from employment of children (including foster children) under the age of eighteen (18).

- L. Payment received for the care of foster children.
- M. Payments received under the Alaska Native Claims Settlement Act [43 U.S.C. 1626(a)], or reparation payments made by foreign governments in connection with the Holocaust.
- N. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [25 U.S.C. 459(e)].
- O. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program [42 U.S.C. 8624(f)].
- P. Income derived from the disposition of funds of the Grand River band of Ottawa Indians (Pub. Law 94-540, 90 Stat. 2503-2504).
- Q. The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior [25 U.S.C. 117(b), 1407].
- R. Payments from Programs under Title V of the Older Americans Act of 1965 [42 U.S.C. 3056(f)].
- S. Amounts received under training programs funded by HUD.
- T. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- U. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- V. For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.
- W. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:
Comparable Federal, State or Local Law means a program providing employment training and supportive services that:
 - (1) Are authorized by a federal, state or local law;
 - (2) Are funded by federal, state or local government;
 - (3) Are operated or administered by a public agency;
 - (4) Has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program described in this section, plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under

the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

This provision does not apply to residents participating in the Family Self-Sufficiency (FSS) Program who are utilizing the escrow account. Also, residents are required to pay the appropriate minimum rent.

- X. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.
 - Y. Compensation from State or Local employment training programs and training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the MHA.
 - Z. For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
 - AA. Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
 - BB. Adoption assistance payments in excess of \$480 per adopted child.
 - CC. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment received on or after October 28, 1992.
 - DD. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
 - EE. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
26. INFANT - A child under the age of two years.
27. INTERIM REDETERMINATION OF RENT - Any changes in income resulting in a rent adjustment of greater or less than \$50.00 in rent between admissions and reexaminations and the next succeeding reexamination.
28. INS - The U. S. Immigration and Naturalization Service.

29. INVOLUNTARY DISPLACEMENT (If Applicable) - Preference - Families that meet the definition of involuntary displaced qualify for a preference in the selecting applicants for admission to public housing.
30. LIVE-IN AIDE - A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:
- A. Is determined by the HA to be essential to the care and well-being of the person(s)
 - B. Is not obligated for support of the person(s)
 - C. Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family. A Live-in Aide must be approved, in advance, by the HA and meet eligibility requirements for public housing occupancy.
31. LOWER INCOME FAMILY - A family who's Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.
32. MEDICAL EXPENSE - Those necessary medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only.
33. MILITARY SERVICE - Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
34. MINIMUM RENT- Families assisted under the Public Housing program pay a monthly "minimum rent" of not more than \$50.00 per month. The MHA has the discretion to establish the "minimum rent" from \$0 up to \$50.00. The minimum rent established by MHA is \$50.00.
35. MINOR - A "minor" is a person under twenty-one years of age, provided that a married person 18 years of age or older shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.)
36. MIXED FAMILY - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
37. MONTHLY ADJUSTED INCOME - One-twelfth of Adjusted Annual Income.
38. MONTHLY INCOME - One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
39. NATIONAL - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
40. NEAR ELDERLY - A family whose head or spouse or "sole member" is at least fifty years of age, but below the age of sixty-two.

41. NET FAMILY ASSETS - Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, MHA shall include the value of any business or family assets disposed of by an applicant or Tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms.
42. NON-CITIZEN - A person who is neither a citizen nor national of the United States.
43. PUBLIC HOUSING AGENCY (PHA) - Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.
44. RE-CERTIFICATION - Re-certification is sometimes called re-examination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.
45. RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The re-examination dates are:
- | | |
|---------------------------------------|------------------|
| Highway Village (MS004001) | April 1 |
| Scattered Sites A,B,C,D,F, (MS004010) | April 1 |
| Oakland Heights (MS4004012) | April 1 |
| Frank Berry Courts (MS004002) | May 1 |
| Scattered Sites A,B,C,D (MS004011) | May 1 |
| Mountain View Village (MS004003) | June 1 |
| George M. Reece Courts (MS004004) | June 1 |
| Magnolia Park Courts (MS004006) | August 1 |
| J.T. Davis Courts (MS004008) | Anniversary Date |
| Western Gardens (MS004012) | September 1 |
| Eastern Gardens (MS004012) | November 1 |
| Sowashee Courts (MS26P004013) | November 1 |
| Scattered Sites A,B,C,D (MS004014) | December 1 |
46. REMAINING MEMBER OF THE RESIDENT FAMILY - The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has left the premises, other than by eviction, which may or may not normally qualify for assistance on his own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon

satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

Any person(s) who claims himself as a remaining member shall, in the event that the MHA declares him ineligible for remaining member status, be entitled to the grievance process upon notice to him that he is not considered to be a remaining member of the household. This grievance process must be requested in writing within ten days from the date of the departure of the head of household by the person requesting remaining member status. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the MHA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. The MHA does not recognize the person as a tenant by giving him the opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the MHA and the person granted tenant status after the verification status.

47. SINGLE PERSON - A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.
48. SPOUSE - A spouse is the legal husband or wife of the head of the household.
49. STANDARD PERMANENT REPLACEMENT HOUSING - Is housing:
 - A. That is decent, safe, and sanitary;
 - B. That is adequate for the family size; and
 - C. That the family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

50. SUBSTANDARD HOUSING - A unit is substandard if it:
 - A. Is dilapidated;
 - B. Does not have operable indoor plumbing;
 - C. Does not have a usable flush toilet inside the unit for the exclusive use of a family;
 - D. Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;
 - E. Does not have electricity, or has inadequate or unsafe electrical service;
 - F. Does not have a safe or adequate source of heat;
 - G. Should, but does not, have a kitchen; or

H. Has been declared unfit for habitation by an agency or unit of government.

A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

An applicant who is a "homeless family" is living in substandard housing. For purposes of the preceding sentence, a "homeless family" includes any individual or family who:

- (1) Lacks a fixed, regular, and adequate nighttime residence; and
- (2) Has a primary nighttime residence that is:
 - (a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing programs);
 - (b) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Single Room Occupancy (SRO) Housing (as defined in § 882.102 of the CFR) is not substandard solely because it does not contain sanitary or food preparation facilities (or both).

51. TEMPORARILY ABSENT FAMILY MEMBERS - Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.
52. TENANT RENT - The amount payable monthly by the Family as rent to the MHA. Where all utilities (gas, water and electricity) are supplied by the MHA, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (gas, water and electricity) are not supplied by the MHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility.

The monthly rent that is payable by the tenant must be paid in full. No partial payments will be accepted.

53. TOTAL ANNUAL FAMILY INCOME - Total Annual Family Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

Total Annual Family Income includes, but is not limited to, the following:

- A. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);
- B. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be 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 other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

- C. Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has Net Family Assets in excess of \$5,000.00, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
- D. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; (Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS));
- E. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay, but see Paragraph 25-C in this section;
- F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
 - (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the families' welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with Section IV (D) of the dwelling lease;
- H. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit (but see "hazardous duty pay");
- I. Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support;

J. Veterans Administration compensation (Service Connected Disability or Death Benefits) and;

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Tenants that receive lump-sum payments that are included as income and fall in the categories listed above, (*Excluding Lump Sum Supplemental Security Income [SSI] and Lump Sum Social Security Benefits [SS]*), must report the income to the Housing Manager as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the MHA notifies the family of the amount due.

Unreported Income: If a tenant fails to report income the tenancy will be terminated under the terms of the MHA's lease. If the act is determined by the MHA to be intentional, the tenant will be obligated to pay the applicable portion of the rent for any and all unreported income. If the unreported income was unintentional by the tenant, the tenant will be billed for the amount due the MHA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the MHA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a MHA representative.

54. TOTAL TENANT PAYMENT (TTP) - The TTP for families participating in the Public Housing program must be at least \$50.00, which is the minimum rent established by the MHA.

A. For the Public Housing Program, the TTP must be the greater of:

- (1) 30 percent of family monthly adjusted income;
- (2) 10 percent of family monthly income;
- (3) \$50.00, which is the minimum rent set by the MHA, or

B. The flat rent. The resident may elect the flat rent in lieu of the rent calculated in paragraph “A,” above.

Table of flat rents:

DEVELOPMENT NAME	EFF	1BR	2BR	3 BR	4BR	5BR
HIGHWAY VILLAGE		250	350	375		
FRANK BERRY COURT		250	300	350		
MT. VIEW VILLAGE		250	300	350		
GEORGE REESE COURT		250	300	350		
CAROUSEL PLACE		200	300	350		
MAGNOLIA COURT		250	340	390	440	490
J.T. DAVIS COURT		250	300	350	400	
SITE M4-10	150	250	300	350	400	450
SITE M4-11	150	250	300			
WESTERN GARDENS			275	325	375	425
EASTERN GARDENS		250	275	325	375	425
OAKLAND HEIGHTS GARDENS		250				
SOWASHEE COURT			375	400	455	525
SITE 4-14				450	505	575
SITE 4-17				575		

55. UTILITIES - Utilities may include water, electricity, gas, garbage, and sewage services.

56. UTILITY ALLOWANCE – If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant rent, but is the responsibility of the family occupying the unit, then the utility allowance is an amount equal to the estimate made or approved by the MHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. If the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the contract rent and is included in the gross family contribution.
57. UTILITY REIMBURSEMENT PAYMENT – Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.
58. VERY LOW-INCOME FAMILY - A lower Income Family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
59. WAGE EARNER - A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.
60. WELFARE ASSISTANCE - Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

SECTION V. APPLYING FOR ADMISSION

The application process will involve two phases. The first is the “initial” application or the pre-application. This first phase results in the family’s placement on the waiting list. The pre-application will be dated, time-stamped and referred to MHA’s eligibility office where it will be maintained until it is needed for processing.

The second phase is the “final determination of eligibility” also referred to as the full application. The full application takes place when the family reaches the top of the waiting list. At this time, MHA ensures that the verification of all HUD and MHA eligibility factors are current in order to determine the eligibility for public housing of the family.

Applications will be accepted at the following location: Social Services Office – 2305 D Street, Meridian, MS.

Due to the demand for housing in the MHA's jurisdiction, the MHA may take applications on an "open enrollment" basis, depending on the length of the waiting list.

Individuals who have a physical impairment which would prevent them from completing an application in person may call the MHA to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

Applicants must notify MHA, in writing, if their address changes while on the waiting list.

If the applicant/head of household wishes to delete himself or herself in order to relinquish the assistance to another person on the original application, they must do so after a scheduled interview has occurred between the occupancy caseworker and the family, and after approval of MHA management. The head of household is the only person permitted to submit the Add/Delete form which adds or deletes members to or from the original application.

Closing of Application Taking:

If the MHA is taking applications, the MHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12 month period. Application taking may be suspended by bedroom size, if applicable. The MHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the fact that applications for public housing units are being suspended.

To reach persons who cannot read the newspapers; the MHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

Opening of Application Taking: When the MHA decides to start taking applications; the waiting list may be opened by bedroom size.

The MHA will utilize the following procedures:

The MHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.

The Notice must contain the following:

- A. The MHA will publish the date applications will be accepted and the location where applications can be completed. If the MHA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published;
- B. Advise families that applications will be taken at the designated office;
- C. Briefly describe the Public Housing program; and
- D. To reach persons who cannot read the newspapers; the MHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

Application Period (Dates): - The application closing date may be determined administratively at the same time that the MHA determines the open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of public housing vacancies.

Purging Wait List: The waiting list will be purged not more than one time each year, unless otherwise determined by the Occupancy Manager. This will be done by a mailing to either all applicants or a group of applicants by bedroom size. The mailing will ask for confirmation of continued interest and to return the notice

within a specified time frame. After no response, a 10-day drop notice will be mailed. With no response the application will be dropped from the waiting list making it necessary to re-apply during the next opening of the wait list.

SECTION VI. MISSED APPOINTMENTS

An applicant or tenant who fails to keep an appointment without notifying the MHA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the MHA or HUD determines to be necessary (or failure to allow the MHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

1. Orientation Session
2. Complete Application
3. Providing Verification Information
4. Briefing prior to Occupancy
5. Leasing Signature
6. Inspections
7. Re-Certification
8. Interim Adjustment
9. Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
10. Scheduled Counseling Sessions
11. Move-In Appointments

Process When Appointment(s) Are Missed - For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the MHA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

If the representative of the MHA and/or Hearing Officer makes a determination in favor of the applicant/tenant, the MHA will comply with the decision unless the provisions of Section VI of the Grievance Procedure is applicable to the Hearing Officer's decision.

Letters Mailed to Applicants by the MHA - If an applicant claims they did not receive a letter mailed by the MHA, requesting the applicant to provide information or to attend an interview, the MHA will determine whether the letter was returned to the MHA. If the letter was not returned to the MHA, the applicant will be assumed to have received the letter.

If the letter was returned to the MHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Any change of address must be put in writing to MHA by the head of household on the application.

Applicants must notify the MHA in writing, if their address changes during the application process. The applicant or head household is the only person permitted to submit the form which "adds" or "deletes" members

“to” or “from” the original application. If the applicant or head of household wishes to delete him or herself in order to relinquish the assistance to another person on the original application, they may do so after a scheduled interview has occurred between the occupancy case worker and the family and after approval by MHA management.

SECTION VII. MISREPRESENTATION BY THE APPLICANT OR TENANT

If an applicant or tenant is found to have made willful misrepresentations at any time which resulted in the applicant or tenant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/tenant. If such misrepresentation resulted in tenant paying a lower rent than was appropriate, tenant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the MHA may take such other actions as it deems appropriate, including referring the tenant to the proper authorities for possible criminal prosecution.

SECTION VIII. ADMISSION ELIGIBILITY AND CRITERIA:

1. All families who are admitted to the Public Housing Program in the MHA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant family must meet **all** of the following requirements:
 - A. The applicant family must qualify as a family as defined in the Definitions Section.
 - B. The applicant family's Total Annual Family Income as defined in the Definitions Section must not exceed income limits established by HUD for Public Housing.
 - C. Head of Household must be 21 years of age or emancipated by the courts; to mean having been relieved of the disability of non-age by the court.
2. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information, including the name and title of the individual contacted, and a resume of the information received.

Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list if the applicant's annual family income exceeds the Low and Very Low Income Limits established by HUD and published in the Federal Register. The applicant will be declared ineligible.

3. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he will be so informed and the reasons stated in writing. The applicant will be granted ten days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing and/or the request may be verbal. However, the request must be

received by the MHA within the time frame established by the MHA for the meeting.

4. In addition, the MHA is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family, if the MHA makes certain that all three of the following requirements are met:
 - A. Elderly families (including Disabled Persons and Handicapped Persons) and Displaced Persons are given preference over single persons, and
 - B. Near Elderly (at least fifty years of age, but below the age of 62) are given preference over single applicants in developments designated for the elderly, and
 - C. Single persons are only eligible for one bedroom and/or efficiency units.
5. Declaration of Citizenship: The MHA may not provide assistance to nor make financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizens in HUD's assisted housing programs.
6. Once an applicant becomes a tenant in the MHA's public housing program, the head of household must request permission to add another person to the dwelling lease. The person being added must meet all eligibility requirements before the MHA will approve any addition to the dwelling lease.

SECTION IX. VERIFICATION AND DOCUMENTATION

1. Families are required to provide Social Security Numbers (SSN) for all family members. All members of the family must either:

Submit SSN documentation or;

Verification will be done through the providing of a valid Social Security card issued or application for social security card that lists the number by the Social Security Administration.

The MHA will accept copies of the Social Security card only when it is necessary for the MHA to verify by mail the continuing eligibility of participant families.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the MHA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided;

These documents include:

- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099 or W-2 Form

- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Verification of Social Security benefits with the Social Security Administration
- Verification from Department of Human Resources

If the MHA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

2. Applicants may not become residents until the documentation is provided and verified. The applicant will retain his position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing his place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by a MHA representative and documented, in writing, and placed in the applicant's file.

Additional documentation that may be required in determining eligibility:

- Temporary Assistance To Needy Families (TANF)
- Birth Certificate or Driver's License that displays the date of birth and/or forms that are issued by a Federal, State, City or County Agency that displays the date of birth.
- Child-care Verification
- Credit References (History)
- Credit Bureau Reports
- Employer's Verification
- Landlord Verification
- Social Security Benefits
- Assets Verification
- Bank Accounts: Checking Accounts - \$500 + Balance Saving Accounts - \$100 + Balance

3. Personal References - Personal references (not family) may be used when an applicant cannot produce prior rental history records.
4. Supplemental Social Security Income (SSI) Benefits
5. Unemployment Compensation
6. VA Benefits
7. Any other reasonable information needed to determine eligibility may be requested by the MHA, which may include police reports.
8. Separation means the ending of co-habitation by mutual agreement. - *If an applicant is divorced* or separated and has children by that spouse, applicant must provide at least one of the verifications listed below:*

A. A FINAL divorce decree. *(Applies to individuals who are divorced and are not separated and is

the only documentation accepted for individuals that are divorced).

- B. Receiving court-ordered child support from former spouse.
- C. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerk's Office.
- D. If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, either through the Circuit Clerk's office, Department of Human Resources, or through a court referee.
- E. Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children.
- F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the past six (6) months or more.
- G. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
- H.
 - (1) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
 - (2) A written statement from an abuse shelter, law enforcement agency or social service agencies that applicant needs housing due to physical abuse.

Pertaining to 11 H (1) & (2) - Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.

Also, the person involved with physical abuse will be banned from all MHA property as long as the applicant lives in assisted housing within the MHA property.

- I. Food stamp verification - if no other documentation is available.
9. If applicant is divorced or separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:
- A. A final divorce decree. Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced.
 - B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the past six (6) months or more.
 - C. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
 - D.
 - (1) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
 - (2) A written statement from an abuse shelter, law enforcement agencies or social services

agencies that applicant needs housing due to physical abuse.

Pertaining to 12 D (1) & (2): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.

Also, the person involved with physical abuse will be banned from all MHA property as long as the applicant lives in assisted housing within the MHA property.

- E. Food Stamp Verification - if no other documentation is available.
10. Computer Matching Requirements - HUD uses a computer matching initiative with various Federal agencies, including Social Security and Internal Revenue Service records, for verification of resident income. When HUD notifies a resident of information regarding family income, earnings, wages or unemployment compensation, the family must disclose the information to the MHA. Once the family discloses the information, the MHA must review the information for accuracy and take appropriate action. Appropriate action may include reviewing the information with the resident and changing the resident's rent as needed. If the MHA verifies a case of documented fraud, it will take action to recover unreported income, or evict resident and take other appropriate administrative or legal action.

SECTION X. GROUND FOR DENIAL OF ADMISSION

- 1. The MHA is not required nor obligated to assist families who:
 - A. Owe rent, other amounts, or judgments to MHA or any other federally subsidized housing program, causing the applicant to be declared ineligible. At the MHA's discretion, the applicant may be declared eligible upon payment of debt and meeting other criteria.

Applicants that owe MHA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed the applicant must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to the MHA which has been discharged by bankruptcy shall not be considered in making this determination.
 - B. Have previously been evicted from public housing.
 - C. Committed acts which would constitute fraud in connection with any federally assisted housing program.
 - D. Did not provide information required within the time frame specified during the application process.
 - E. Have been convicted of drug-related criminal activity or violent criminal activity. The MHA shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

- F. Have a history of not meeting financial obligations, especially rent.
- G. Have a record of disturbance of neighbors, destruction of property or living or housekeeping habits which may adversely affect the health, safety or welfare of the other tenants.
- H. Have a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity which may adversely affect the health, safety or welfare of other tenants.
- I. During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.
- J. Have not properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- K. Have not signed a release allowing the MHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the MHA uses the information to deny or terminate assistance the MHA must provide a copy of the information used in accordance with Criminal Records Management Policy.
- L. Were former Public Housing residents and vacated the unit in violation of the lease or were declared ineligible.
- M. MHA has determined is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. The MHA may waive this requirement if:
 - (1) The person demonstrates to the MHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - (2) Has successfully completed a supervised drug or alcohol rehabilitation program;
 - (3) Has otherwise been rehabilitated successfully; or
 - (4) Is participating in a supervised drug or alcohol rehabilitation program.

The above list is not intended to be all inclusive. Applicants may be denied admission if the MHA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

- 2. If an applicant is denied admission, the MHA will notify the applicant in writing of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting (verbal and/or in writing) with the MHA. A MHA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting.
- 3. As a general rule, applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

- A. Denied admission for three (3) years for the following:
- Extensive damage to property
 - Bad housekeeping habits, inside and outside the unit
 - Bad rental payment history
 - Disturbances
 - Unauthorized Live-ins
 - Demonstrates hostile behavior during the interview process, or during previous housing, that indicates that the applicant may be a threat to our residents or MHA personnel.
- B. Denied admission for three (3) years for the following:
- Persons evicted from Public Housing, Indian Housing, Section 8 or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction
 - The MHA can waive this requirement if: the person demonstrates to the MHA's satisfaction successful completion of a rehabilitation program approved by the MHA, or the circumstances leading to the eviction no longer exists
 - Fraud (giving false information on the application is considered fraud)
 - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The three years shall begin on the date of the last reported act, completion of sentence and/or probation period
 - Drug use without evidence of rehabilitation
- C. Denied admission for ten (10) years for the following:
- Conviction for Drug Trafficking
- D. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program
- E. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the Public Housing development. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds

As noted above, these time frames are only guidelines and the MHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants or may admit persons who exhibit evidence of rehabilitation.

SECTION XI. TENANT SELECTION AND ASSIGNMENT PLAN

1. Equal Opportunity - The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. This MHA shall not deny to any family the opportunity of applying for admission nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its need in any low-rent project operated by this MHA. No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified (see Section XXVIII: VAWA).

2. Selection Process - Tenants shall be selected from among eligible applicant families whose family composition is appropriate to available dwelling units. The MHA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. Selection will be made in such a manner as:
 - A. For every fiscal year, MHA shall reserve a percentage of its new admissions for families whose incomes do not exceed thirty percent of the area median income. The goal for public housing shall be forty percent (40%) of new admissions. In reaching the new admissions goals, MHA is required to avoid concentrating very low income families in developments.
 - B. To maintain a tenant body in each development composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in the MHA's area of operation as defined by state law.
3. Order of Selection – Applications will be filed in the following hierarchical order:
 - A. Unit size\type needed by applicants
 - B. Preferences, if applicable
 1. Involuntary displacement/Victims of domestic violence
 2. Substandard housing/Homelessness
 3. High rent burden (rent is greater than 50 percent of income)
 4. Veterans and veterans' families
 - Honorably discharged veterans
 - Disabled veterans
 - The spouse of a veteran (if not divorced)
 - The widow/widower of veterans and minor children under the age of 21
 - C. Date and time of application
 - D. Provided, however, the provisions of the deconcentration rule, contained within this policy, shall supersede the selection of applicants based on date and time and local preference points, if applicable, and allow the MHA to skip families on the waiting list to accomplish this goal.
4. Verification of Preference, if Applicable - At the time of application, initial determinations of an applicant's entitlement to a Preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

An applicant can reject an offer of housing only once at which time their place on the waiting list is changed to the last position on the waiting list. When an applicant rejects an initial offering of a housing unit, the applicant will be notified by letter that due to their having refused the offer of assistance, the date and time of their application will be changed to the date and time they refused the offer. After refusal of the first offer and the applicants name is dropped to the bottom of the waiting list all preferences are also removed and can not be reclaimed regardless of the original preference; however, if the applicants preference changes, the applicant

Families will be required to report any changes in their income status within ten (10) calendar days of the occurrence of employment and/or any other type of income is received. Families with zero income **may** be requested to re-certify more frequently.

SECTION XIV. ORIENTATION OF FAMILIES AND BRIEFING

1. **Orientation:** An Orientation Session is held in a group format prior to processing the file. The sessions are held periodically, as needed. If an applicant cannot make the scheduled orientation and request to be rescheduled, another orientation will be scheduled at a later date.
Briefing: The purpose of the briefing is to cover the occupancy requirements for the tenant and the landlord. It is held at the time of lease-up. The briefing is conducted as follows:
 - A. Once the MHA determines that an applicant is eligible and the applicant's name reaches the top of the waiting list, the MHA shall offer an apartment to the applicant. The applicant shall be given an opportunity to view the apartment prior to the signing of the lease and other documents required before occupancy. The MHA representative will schedule an appointment with the prospective tenant for the briefing after the offer has been made and accepted and after viewing the prospective unit.

An applicant can reject an offer of housing only once at which time their place on the waiting list is changed to the last position on the waiting list. When an applicant rejects an initial offering of a housing unit, the applicant will be notified by letter that due to their having refused the offer of assistance, the date and time of their application will be changed to the date and time they refused the offer. After refusal of the first offer and the applicants name is dropped to the bottom of the waiting list all preferences are also removed and can not be reclaimed regardless of the original preference; however, if the applicants preference changes, the applicant may claim the new preference. The MHA will notify (verbally and in writing) the applicant that their actions have affected their place on the waiting list, and the next offer of assistance will be made when their name again reaches the top of the waiting list. After the refusal of a second offer of assistance the applicant's name will be removed (dropped) from the MHA wait list; resulting in the applicant having to re-apply for any future housing assistance.
 - B. The applicable deposit, unearned rent and other charges, (if applicable), will be collected, as soon as possible after the briefing is scheduled and before the briefing is held.
 - C. At the briefing the Lease and Grievance Procedure is explained in detail to the applicant and/or applicants (there can be more than one family at the briefing).
 - D. The signing of all required occupancy forms is to be privately handled at the end of each briefing.
 - (1) The required occupancy forms are explained at that time and the dwelling lease is signed by the prospective tenant and the MHA representative.
 - (2) Appointment for move-in is scheduled at the end of the lease signing at project office.
2. **Briefing Attendance Requirement** - All families (head of household) are required to attend the briefing

when they are initially accepted for occupancy. No family can be housed if they have not attended a briefing.

Failure to attend a scheduled briefing (without notice to the MHA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of an applicant to keep a scheduled check-in, without good cause, may result in the cancellation of the occupancy process and the applicant required to reapply for assistance.

3. Format of the Briefing - The applicant is provided a copy of the Dwelling Lease and Grievance Procedure and the provisions of the Lease and Grievance Procedure are explained to the Tenant, and the lease specifies the unit to be occupied, family composition, date of admission, the rent to be charged, utility allowances, (if applicable) excess utilities, and the terms of occupancy. If for any reason the family becomes over or under housed they must be informed that once a unit of the appropriate size is available they must move to the appropriate size unit as outlined in Transfers. Also, if there is a change in family composition that caused the family to be over or under housed the family will be required to move to the appropriate size unit when a unit becomes available. The moving date should be within thirty (30) days of the date of the MHA's written notification to the affected family. If the MHA has more vacancies than families on the waiting list for the unit size of the family that is over housed, the family may remain in the unit until the next scheduled re-exam. However, families that are under housed should be housed in the appropriate size unit as soon as a unit is made available.

4. Dwelling Lease Completion:

A. The responsible member (head of household) of the family notified for admission to the housing communities shall be required to execute a Dwelling Lease prior to admission. One executed copy is to be furnished to the tenant and the original executed copy is to be retained in the Tenant file established for the family by the MHA. A copy of the Grievance Procedure shall be attached to the Tenant's copy of the Lease.

B. When a Tenant family transfers to another dwelling, the existing Lease shall be canceled and a new Dwelling Lease executed for the present dwelling.

C. If at any time during the life of the Dwelling Lease, any other changes in the Tenant's status results in the need to change or amend any provision of the Lease, or if the tenant status changes resulting in a replacement of page one of the Lease, this page shall be completed, signed, and a copy given to the Tenant as the replacement for page one.

D. A duplicate form of acknowledgment and understanding which lists all items of which the tenant has been informed shall be signed by the tenant and the MHA representative. A copy of this form shall be attached to the Tenant's copy of the lease along with copies of items as referred to and a copy maintained in the tenant's file.

SECTION XV. ANNUAL INSPECTIONS OF PUBLIC HOUSING UNITS

The MHA has a system in place that documents the inspection of all public housing units. If the inspection

results in a work order, the repairs are made in accordance to the urgency of need as documented by the inspection sheet. The MHA has a system that tracks each inspection. The inspection sheet used by the MHA meets city codes or exceeds the requirements of the Section 8 Housing Quality Standards (HQS).

SECTION XVI. INSPECTION AND ENTRY OF UNIT PROCEDURES

The tenant will be given notice as outlined in the Dwelling Lease, **except for emergencies/search warrants**, that the unit will be inspected. The notification will indicate the date and the approximate time of the inspection. If the inspection indicates that the tenant has poor housekeeping habits that need to be improved upon, the inspector will file a report and the Project Manager will schedule a meeting with the tenant to counsel the tenant on their poor housekeeping habits. A follow-up inspection will be conducted by the Manager within 30-days of the counseling session and if the problem continues to exist the Manager may take whatever action that is necessary to correct the situation. If the tenant fails to improve, the provisions of the dwelling lease can be enforced and the tenant evicted. However, the Manager should take steps to help the tenant improve before starting the eviction process.

If the inspection indicates that the tenant has created damage that is beyond normal wear and tear, the damaged items will be replaced and the tenant billed for the damages, as posted. If the damage is severe, a report will be provided to the Manager and the Manager will take appropriate action with the tenant.

MHA staff and/or agents of the MHA have authority to enter any unit if it is suspected that an "Emergency" situation exists. If, for any reason, a unit is entered by authorized MHA personnel, the tenant will be provided with the reason for the entry by leaving a written notice of the time, date and reason for the entry.

SECTION XVII. TYPES OF INSPECTIONS

An authorized representative of this MHA, tenant and/or adult family member, shall be obligated to inspect the premises prior to commencement of occupancy. A written statement of condition of the premises and all equipment will be provided, and same shall be signed by both parties with a copy retained in tenant's file. The MHA representative shall inspect the premises at the time the tenant vacates and furnish a statement of any charges to be made provided the tenant turns in the proper notice under state law and requests the proper inspection. The tenant shall be provided an opportunity to participate in a move out inspection, unless tenant vacates without notice. The tenant's security deposit can be used to offset any tenant damages to the unit.

1. Move-in Inspections - Performed with the resident at move-in and inspection documented by MHA on inspection form and signed by the tenant. This inspection documents the condition of the unit at move-in.

Any adult member of the household is allowed to sign the inspection form for the Head of Household.

2. Move-out Inspections - Performed with tenant, if possible, and documented by MHA on inspection form and signed by the tenant, if present. This inspection determines if the tenant is responsible for any damages and owes the MHA funds. Any deposit will be used to offset the funds due the MHA.
3. Annual Inspections with Preventative Maintenance Inspections - The MHA inspects 100% of its units

annually using standards that meet city codes or exceed Housing Quality Standard (HQS) Inspections. The residents are given at least two days notice prior to the inspection.

4. Development Manager Inspections - The MHA representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days notice, prior to the inspection.
5. Special Inspections - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the MHA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected tenants will be given two days notice.
6. Emergency Inspections - If any employee and/or agent of the MHA have reason to believe that an emergency exists within the public housing unit, the unit can be entered **without** notice. The person(s) that enters the unit must leave a written notice to the tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

SECTION XVIII. DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

1. Determination of Rent: Rent as fixed at admission or annual re-examination will remain in effect for the period between regular rent determinations unless the following changes in family circumstances occur. Also, tenant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence.
 - A. Loss or addition of family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income;
 - B. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or
 - C. To correct errors made at admission or re-examination which shall be retroactive to the date of error;
 - D. The MHA must lower the rent for a family whose income is reduced because of the expiration of a welfare-initiated time limit. This must be reported by the Tenant within ten days from the time of the change of income in accordance with the Dwelling Lease. Provided, however, that if the family's welfare benefits are reduced of a fraudulent act on the part of a family member, the MHA is prohibited from reducing the family's rent contribution to reflect the lower benefits income.

2. Annual Re-Examination:

- A. Once each year, or more often if requested by management, each family will be required to furnish information in Section IV of the Dwelling Lease. Verifications acceptable and in compliance with HUB regulations shall be obtained and determination of eligibility will be determined by MHA staff. In the event of failure or refusal of tenant to report the necessary information, MHA may terminate the lease. This re-examination shall be conducted each year according to the schedule listed herein on page 15.
- B. Records shall be maintained to insure every Tenant being reexamined within a twelve month period.
- C. Upon completion of re-examination and verification, Tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the Tenant's file.)
 - (1) Any change in rent and the date on which it becomes effective.
 - (2) Any change required in the size of dwelling unit occupied.
 - (3) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
 - (4) Beginning 10/1/1999 the family will be notified of this amount and the amount of the flat rent. The family shall elect, in writing, their choice.
- D. In the event of change in tenant circumstances, tenant will be sent a notice to report to the management office at a specified date and time to execute a new first page of the Lease.
- E. If this MHA determines that the size of the premises is no longer appropriate for Tenant's needs the tenant may be required to transfer to another units as outlined in Section XIX, Transfer.

3. Interim Redetermination of Rent - Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.

- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the MHA in advance, and must qualify, the same as an applicant or any prospective new tenant.

Once a family becomes a resident of MHA in accordance with MHA's admission policy and before a significant other can be added to the lease, they must pass the required police background check. They must have financial resources available to assist in supporting the needs of the family. The leaseholder must provide proof that the individual being added has been employed over a 12 month period or provide proof that the person requested to be added has other forms of assistance such as Social Security, SSI, or other benefits that will provide financial stability to the family.

- B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.

- C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
 - D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.
 - E. Errors of omission made at admission or re-examination shall be corrected by the MHA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.
 - G. A tenant who has had an income reduction\increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source. If the increase or decrease in income will result in an increase or decrease of rent in the amount greater than or less than \$50.00 MHA will conduct an interim rent adjustment.
4. Notice of Temporary Rent - On occasions, the MHA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs the MHA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If the tenant has made an overpayment, that amount will be reimbursed or credited to the tenant account. The Notice of Temporary Rent is filed with the dwelling lease and a copy provided to the tenant.
5. The Effective Dates of Interim Re-Determination of Rent:
- A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
 - B. The tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure on the part of the tenant to report such increase in family income.
 - C. Any interim change in rent will require re-verification of all family income that has not been verified within 120 calendar days of the previous rent determination.
 - D. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
 - E. Employment, unemployment or changes in employment of any nature (example, employed but not working due to illness that is not compensated by the Employer) of the family head, spouse or any other wage earner 18 years of age or older.

- F. If it is found that a tenant has misrepresented or failed to report facts upon which rent is based so that the tenant is paying less than the tenant should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The tenant will be required to pay the difference between the rent paid and the amount that should have been paid.

In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation which may result in eviction.

6. Special Re-Examinations - Special re-examinations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The tenant shall be notified, in writing, of the date of the special re-examination.
- B. If the family income can be anticipated at the scheduled time, the re-examination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
- C. Rents determined at special re-examinations shall be made effective as noted in this section.

7. Minimum Rent Hardship Exemptions:

- A. The MHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing that is unable to pay because of financial hardship, which shall include:
 - (1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - (2) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
 - (3) The income of the family has decreased because of changed circumstance, including loss of employment.
 - (4) A death in the family has occurred which affects the family circumstances.
 - (5) Other circumstances which may be decided by the MHA on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the MHA prior to the rent becoming delinquent and before the lease is terminated by the MHA.

- B. If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the MHA reasonably determines the hardship to be of a temporary nature, exemption shall

not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the MHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the MHA from taking eviction action for other violations of the lease.

8. Reduction of Welfare Benefits - If the resident requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:
 - A. Noncompliance with economic self-sufficiency program or;
 - B. Work activities requirements or;
 - C. Because of fraud.
9. Exception to Rent Reductions - Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced.
10. Community Service and Self-Sufficiency Requirements - Each non-exempt adult public housing resident must contribute eight (8) hours each month of community service or participate in a self-sufficiency program for eight (8) hours each month. This requirement becomes effective at each family's next regularly scheduled annual re-examination on or after October 1, 1999 and for families admitted after October 1, 1999. The PHA may not renew or extend the lease if a household contains a non-exempt adult who has failed to comply with this requirement.

Reasonable documentation must be provided to verify compliance with this requirement. The documentation must be placed in the resident's file at the time of re-examination. The PHA will permit a non-compliant family to cure the non-compliance through a signed agreement between the Head of Household, non-compliant adult and the Authority to make up the hours needed to comply within the next 12 month period. Continued non-compliance will result in eviction of the entire family, unless the non-compliant family member is no longer a part of the family.

The community service activities are not to be perceived as punitive or demeaning. Political activities are not allowed as either community service or self-sufficiency activities. The self-sufficiency activities include apprenticeships, job readiness training, job skill training, substance abuse counseling, mental health counseling and treatment, English proficiency, household budgeting, credit counseling and other related types of training. Several activities must be available that can be performed by persons who are disabled.

The MHA is responsible for ensuring program compliance by the residents even if the MHA contracts the program out to a third party. A third party for profit contractor may not use residents in community service activities where they have a financial interest, where the work conditions are hazardous, or where MHA employees would normally be responsible for the work activities.

The exemptions to the requirement for community service or self-sufficiency activities include the following:

adults who are 62 year of age or older; persons with disabilities; persons engaged in work activities of at least 10 hours per week; persons participating in a welfare to work program; or receiving assistance from and in compliance with a State funded program under part A, title IV of the Social Security Act. For the purposes of this requirement, an adult is a person eighteen (18) year of age or older. Disabilities are defined as being unable to comply with the requirement.

SECTION XIX. TRANSFERS

1. Objectives of the Transfer Policy:
 - A. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
 - B. To facilitate a re-location when required for modernization or other management purposes.
 - C. To facilitate relocation of families with inadequate housing accommodations.
 - D. To eliminate vacancy loss and other expense due to unnecessary transfers.

2. Types of Transfers:
 - A. MHA Initiated - MHA may, at its discretion, transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers the MHA will cover the cost of the transfer pursuant to cost allowed by HUD.

 - B. Transfers for Reasons of Health - Tenant may be transferred when the MHA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor who indicates the condition of the tenant and the MHA reserves the right to make its own evaluation of the situation and documentation. If the MHA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and a transfer fee.

 - C. Transfers - The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. However, the cost of the transfer shall be borne by the tenant. A list of "Transfer Charges" is posted in the development offices and is based on our contract price for maintenance. The transfer charge list is updated annually by MHA. The MHA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit

for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within 2 days of the transfer. The tenant is allowed a period of 3 days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than 3 days and the keys are not turned in, the tenant will be charged a penalty of \$5.00 per day for each day the keys are not turned in to the MHA. Prior to the transfer the Landlord will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All transfer charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection, with the tenant, on the unit that the tenant transferred from, after the keys are turned in, and a final determination will be made by the MHA staff as to additional charges that may be due the MHA. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the MHA, as a result of this inspection, the tenant must pay for these damages within 14 days of written notice from the MHA. The tenant must sign a transfer agreement after the MHA has authorized the transfer and prior to the transfer.

Request for transfers for must be made, in writing, to the MHA at the tenant's residential office stating the reason for the requested transfer. The MHA will issue a decision within 30 calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenant's responsibility to pay prior to the transfer.

- D. Transfers for Over/Under-Housed Families to the Appropriate Unit - MHA may transfer residents to the appropriate sized unit and that tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:
- (1) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
 - (2) Determination of the correct sized apartment shall be in accordance with MHA's occupancy guidelines, as outlined in Occupancy Guidelines.
 - (3) The tenant must pay for his moving expenses.
- E. Priorities for Transfer - All transfers must be either for health reasons, for relocation to an appropriate sized unit, MHA approved convenience transfers, or initiated by the MHA due to modernization work and/or other good cause as determined by the MHA. Priority transfers are listed below:
- (1) MHA initiated transfers,
 - (2) Transfers for health reasons,
 - (3) Tenants who are under-housed by two or more bedrooms,
 - (4) Tenants who are over-housed by two or more bedrooms,
 - (5) Tenants who are under-housed by one bedroom,
 - (6) Tenants who are over-housed by one bedroom; and,
 - (7) Transfers as determined and approved by MHA.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Manager. The MHA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for

these charges will result in termination of the dwelling lease.

3. Transfer Procedures - MHA shall:

- Prepare a prioritized transfer list, as needed, at re-examination.
- Notify residents by letter, management staff or telephone of their pending transfer.
- Participate in evaluation of request for transfer based on approved medical reasons.
- Issue final offer of vacant apartment as soon as vacant apartment is identified.
- Issue notice to transfer as soon as vacant apartment is available for occupancy.
- Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both apartments involved in the transfer, charging for any resident damages that are not considered normal wear and tear.
- When the tenant is transferred for modernization, the cost of the transfer shall be paid by the MHA, pursuant to the Uniform Relocation Act.
- Only one offer of a unit will be made to each tenant being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will not be allowed to refuse the offer. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, in the case of a transfer outside the neighborhood, will be grounds for eviction. When a tenant declines the offer of a transfer to a single level apartment after the tenant has requested the transfer, the MHA will notify the tenant at that time that the MHA is not obligated to make any subsequent offers. The MHA will notify the tenant that MHA has discharged its obligations to the tenant and he/she will remain in the unit at his/her own risk, and that the MHA assumes no liability for the tenants condition.
- Right of MHA in Transfer Policy - The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a tenant to transfer or refuse transfer.

SECTION XX. LEASE TERMINATION AND EVICTIONS

All Lease terminations and evictions will be processed in accordance with the MHA's current dwelling lease and Grievance Procedure. MHA's Dwelling Lease and Grievance Procedure are incorporated into this document by reference and is the guideline to be used for Lease terminations and evictions.

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

The MHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

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

There is no prohibition on the MHA evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.”

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

The MHA shall require certification by the victim of victim status on such forms as the MHA and/or HUD shall prescribe or approve.

The Dwelling Lease may not cover every specific situation that warrants a lease termination; therefore, for good cause the MHA may terminate a lease for reasons that are not specifically listed in the dwelling lease.

SECTION XXI. COMPLAINTS AND GRIEVANCE PROCEDURES

Complaints and Grievance Procedures shall be accomplished in accordance with the MHA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

SECTION XXII. SECURITY DEPOSITS

A security deposit shall be made pursuant to a schedule posted in the MHA office. Security deposits may be refunded as provided in the Lease and in this procedure.

SECTION XXIII. OCCUPANCY GUIDELINES

The following guidelines shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units **WITH THE WRITTEN UNDERSTANDING** that they must transfer to the appropriate size unit when instructed to do so by the MHA. Otherwise, the following occupancy standards shall apply:

1. Suggested Guidelines

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

2. Assignments shall be made so that, except for husband and wife and infants, bedrooms will not be occupied by persons of different sex over the age of six (6) years.
3. At the option of the MHA, an infant up to the age of two years may share a bedroom with its parent(s), but the tenant shall not be required to do so.
4. In the case of chronic illness or other physical infirmity, a deviation from the occupancy guidelines as presented above is permissible, when justified with evidence and documentation from a licensed physician.
5. Every family member, over two years of age, is to be counted as a person.

SECTION XXIV. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION

There shall be maintained in the MHA's office waiting room a bulletin board, which will accommodate the following posted materials:

1. Statement of Policies and Procedures Governing Admission and Continued Occupancy Policy (ACOP). This policy also outlines the MHA's tenant selection and assignment plan.
2. Open Occupancy Notice (Applications being accepted and/or Not Accepted).
3. Directory of Housing Communities including names, address of project offices, and number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all MHA facilities.
4. Income Limits for Admission.
5. Current Schedule of Routine Maintenance Charges.
6. Dwelling Lease.
7. Grievance Procedure.
8. Fair Housing Poster.
9. "Equal Opportunity in Employment" Poster.
10. Any current "Tenant Notices".
11. Security Deposit Charges.

SECTION XXV. PET RULE

PET POLICY

The Pet Rules and Regulations for The Housing Authority of the City of Meridian are developed in accordance with the HUD regulations published in the Federal Register on July 10, 2000.

Pet Rules for The Housing Authority of the City of Meridian are incorporated into this policy. The rules adopted by this Authority are reasonably related to the legitimate interest of The Housing Authority of the City of Meridian including:

MHA's interest in providing decent, safe and sanitary living environment for existing and prospective Residents;

Protecting and preserving the physical condition of the Development Site; and

MHA's financial interest in the Development Site.

The Housing Authority of the City of Meridian shall permit the maintenance of a domesticated household pet by residents who currently reside or will reside in Development Sites currently under management by The Housing Authority of the City of Meridian.

I. SELECTION CRITERIA

Prior to a pet being accepted for keeping in a dwelling unit within The Housing Authority of the City of Meridian's Development Sites, the proposed owner must prepare and submit an "APPLICATION TO KEEP A PET" to The Housing Authority of the City of Meridian. The Resident/Pet Owner and The Housing Authority of the City of Meridian must also enter into a "PET AGREEMENT".

In addition to executing the Agreement, the Resident/Pet Owner must provide to The Housing Authority of the City of Meridian, a completed "VETERINARIAN'S CERTIFICATE" which will serve as proof of the proposed pet's health, suitability, and acceptability in accordance with the "Provisions for Acceptability" as outlined below.

Pets are NOT allowed onto the Development Site premises until the Resident/Pet Owner has properly registered the pet with The Housing Authority of the City of Meridian; and the said registration is in compliance with the "Provisions for Acceptability" as outlined below.

II. PROVISIONS FOR ACCEPTABILITY

A. REGISTRATION INCLUDES THE FOLLOWING:

1. Certificate signed by a licensed veterinarian or designated State or Local Authority or agent, stating that the pet has received all inoculations required by State or Local Law.
2. Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests and, in the case of dogs and cats, is spayed or neutered by the age of six (6) months. Cats must also be declawed by the age of six (6) months.

3. Two “Pet Owner’s Emergency Absence Agreement” forms signed by designated persons who will assume full responsibility for the pet in case the owner dies, is incapacitated, or unable to care for the pet. The forms must be notarized and include the name, address, and phone number of the designated Responsible Parties.
4. Execution of a “PET AGREEMENT” stating that the Resident accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable rules.
5. Pet must be licensed in accordance with applicable State and Local Laws and Regulations.
6. This Pet Registration Process must be updated every year and will be coordinated with the Annual Reexamination date scheduled for the Resident/Pet Owner’s Development Site. Approval for the keeping of a pet shall not be extended until the requirements specified above have been met, and in no event will approval of other than common household pets be granted.
7. A picture of your pet will be required for identification purposes.

B. DISAPPROVAL:

The Housing Authority of the City of Meridian shall refuse to register a proposed pet if:

1. The pet is not considered a domesticated pet as identified more specifically in this policy.
2. The Resident/Pet Owner fails to provide complete pet registration information.
3. The Resident/Pet Owner fails to update the annual registration as required each year.
4. The Housing Authority of the City of Meridian reasonably determines, based on the Resident’s/Pet Owner’s habits and practices, that the Resident/Pet Owner will be unable to keep the pet in compliance with the Pet Rules and other obligations specified in the Dwelling Lease. The pet’s temperament may be considered as a factor in determining the prospective Resident’s/Pet Owner’s ability to comply with the Pet Rules and other obligations specified in the Dwelling Lease.

C. PET GUIDELINES:

Only ONE (1) pet (one dog, one cat, one bird, or one fish aquarium) per household will be accepted as long as the proposed pet meets the specified criteria outlined below.

1. DOGS

- Maximum ADULT weight -25 pounds
- Maximum ADULT height .15 inches
- Must be housebroken
- Must be spayed or neutered by six (6) months of age
- Must have all required inoculations
- Must be licensed as specified by State and/or Local Ordinance

2. CATS

- Must be declawed by six (6) months of age
- Must be spayed or neutered by six (6) months of age
- Must have all required inoculations
- Must be trained to use a litter box or other waste receptacle
- Must be licensed as specified by State or Local Ordinance

3. BIRDS
Must NOT exceed 10 pounds
Must be enclosed inside a cage at all times

4. FISH
Maximum aquarium size -20 gallons
Aquarium must be maintained and on an approved stand

NO EXOTIC PETS SHALL BE ALLOWED (SUCH AS SNAKES, MONKEYS, RODENTS, ETC)

III. FINANCIAL OBLIGATIONS - RESIDENT/PET OWNER

A. PET DEPOSIT:

Upon Management's approval for the proposed pet to reside in the Resident's/Pet Owner's apartment, he and/or she shall be required to pay to MHA a refundable pet deposit in the amount of One Hundred Fifty Dollars (\$150.00) for the purpose of defraying all reasonable costs directly attributable to the presence of the approved pet.

Residents/Pet Owners shall be required to pay MHA a non-refundable nominal fee of Fifty Dollars (\$50.00) to cover reasonable operating costs to the development related to the presence of pets.

The Pet Deposit shall be refunded when the Resident/Pet Owner moves out or when the Resident/Pet Owner no longer keeps a pet in his/her dwelling unit, whichever is earlier as long as there are no other outstanding expenses owed.

The MHA reserves the right to change or increase the required deposit by amendment to these rules.

A. OTHER EXPENSES:

The Resident's/Pet Owner's liability for damages caused by his or her pet is not limited to the amount of the pet deposit; and, while the Resident/Pet Owner is in possession of his/her dwelling unit, will be required to reimburse the MHA for the real cost of any and all damages caused by his or her pet.

All reasonable expenses incurred by the MHA as the result of damages directly attributable to the presence of the pet in the dwelling unit shall be the responsibility of the Resident/Pet Owner including:

- Cost of repairs and replacements to the Resident's/Pet Owner's dwelling unit
- Cost of fumigation of Resident's/Pet Owner's dwelling unit

Expenses resulting from a move-out inspection shall be deducted from the pet deposit, and/or the Security Deposit. The Resident/Pet Owner shall be billed for any balance due if the pet deposit and/or security deposit does not cover the full amount of such expenses.

Legal fees to recover unpaid costs or expenses may be commenced if a properly prepared and outlined invoice is not honored.

IV. PET RULES

- A. Pets must be maintained within the Resident's/Pet Owner's dwelling unit. When outside the apartment, dogs and cats must be kept on a leash or carried. Pets must be under the control of the Resident/Pet Owner AT ALL TIMES. The pet must be fed and watered inside the dwelling unit; and no pet food or water may be left outside the dwelling unit at any time. This rule applies to ALL pets.
- B. Dogs should be walked (always on a leash) and curbed away from the buildings and common walking areas. Resident/Pet Owner must carry a scoop and plastic bag when walking the pet and must clean up after the pet by placing waste in a sealed plastic bag and placing bag in a dump site or other MHA specified garbage areas on the grounds of the Development Site. Under no circumstance will the pet be allowed to go near the shrubbery and/or trees located on the Development Site.
- C. Litter Box Requirements for Cats:
- Litter from litter boxes shall be disposed of in sealed plastic trash bags and placed in a dump site or other MHA specified garbage area on the grounds of the Development Site.
 - Litter shall be changed at least twice weekly and waste shall be separated from the litter daily.
 - Litter shall not be disposed of by being flushed through a toilet. Charges for unclogging the toilet due to the improper disposal of pet waste shall be billed to the Resident/Pet Owner.
 - Litter boxes shall be kept INSIDE the Resident/Pet Owner's dwelling unit at all times.
- D. Resident/Pet Owners shall assume sole responsibility for liability arising from any injury sustained by any person attributable to their pet.
- E. Resident/Pet Owners agrees to control the noise of his/her pet so that such noise does not constitute a nuisance to other tenants or interrupt their peaceful enjoyment of their dwelling units. Failure to control pet noise will result in the removal of the pet from the premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
- F. Any pet that causes bodily injury to a Resident, Guest, Staff Member, or other authorized person on the premises, shall be immediately and permanently removed from the premises without prior notification.
- G. No pet shall be left unattended in any apartment for a period in excess of eight (8) hours (except fish).
- H. Resident/Pet Owner must be aware and recognize other residents may have chemical sensitivities or allergies related to pets or may be easily frightened and/or disoriented by animals. The Resident/Pet Owner agrees to exercise common sense and common courtesy with the respect to such other Residents* right to the peaceful and quiet enjoyment of common areas and his/her apartment.
- I. All Resident/Pet Owners shall be responsible for adequate care, nutrition, exercise, and medical attention for his/her pet.

- J. Resident/Pet Owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
- K. All dogs and cats must wear both a flea and tick collar.
- L. Visiting pets, as well as pets of visitors, shall not be allowed.
- M. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the MHA.
- N. The expense of treating infestations of fleas, ticks, and other pests in the Resident/Pet Owner's apartment shall be the responsibility of the Resident/Pet Owner.
- O. A pet tag furnished by the Resident/Pet Owner must be worn by dogs and cats at all times identifying the pet owner and his/her apartment number.
- P. Resident/Pet Owner shall not alter their dwelling unit, patio, or any other areas on the Development Site to create an enclosure for the animal.
- Q. If an approved pet gives birth to a litter, the Resident/Pet Owner shall move all pets from the premises except the one registered with MHA.

V. PET RULE VIOLATIONS

A. NOTICE OF VIOLATION:

If a determination is made, on objective facts supported by written statements, that a Resident/Pet Owner has violated a rule, written notice will be issued to the Resident/Pet Owner.

The Resident/Pet Owner has ten (10) days from the effective date of the written notice to correct the violation or make written request for a meeting to discuss the violation.

The Resident/Pet Owner is entitled to be accompanied by another person of his or her choice at the meeting.

The Resident/Pet Owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate tenancy.

B. VIOLATION MEETING:

If the Resident/Pet Owner requests a meeting, within the ten (10) day time period, the MHA Manager will establish a mutually agreeable time and place for the meeting.

The meeting will be scheduled no later than fifteen (15) days from the effective date of the written notice regarding the pet rule violation, unless the Resident/Pet Owner agrees to a later date.

As a result of the meeting, The Housing Authority of the City of Meridian may give the Resident/Pet Owner additional time to correct the violation.

VI. NOTICE OF PET REMOVAL

A. IN THE CASE OF FAILURE TO CORRECT A VIOLATION:

If the Resident/Pet Owner fails to correct the violation, The Housing Authority of the City of Meridian may serve notice to the Resident/Pet Owner to remove the pet. In this case, the pet must be removed from the premises within 10 days after the effective date of the notice.

If the Resident/Pet Owner fails to remove the pet within the time period specified, The Housing Authority of the City of Meridian may initiate procedures to terminate the Resident/Pet Owner's tenancy.

B. IN THE CASE OF INCAPACITY, DEATH OR NEGLECT:

If the health or safety of the pet is threatened by the death or incapacity of the Resident/Pet Owner, or by other factors that render the Resident/Pet Owner unable to care for the pet, (such as but not limited to: pets which appear to be poorly cared for or which are left unattended for longer than eight (8) hours) the designated Responsible Party will be contacted by Management.

If the designated Responsible Party is unable or unwilling to care for the pet or if Management, despite reasonable efforts, has been unable to contact the Responsible Party (s), The Housing Authority of the City of Meridian may contact the appropriate State or Local Authority and request the removal of the pet.

SECTION XXVI. DECONCENTRATION RULE

1. **Objective:** The objective of the Deconcentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of the housing authority is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. Also the housing authority will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. The housing authority will track the status of family income by development on an annual basis by utilizing income reports generated by the housing authority's computer system.
2. **Actions:** To accomplish the deconcentration goals, the housing authority will take the following actions:

- A. At the beginning of each housing authority fiscal year, the housing authority will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous housing authority fiscal year.
- B. To accomplish the goals of:
- (1) Housing not less than 40% of its public housing inventory on an annual basis with families that have incomes at or below 30% of area median income, and;
 - (2) Not housing families with incomes that exceed 30% of the area median income in developments that have 60% or more of the total household living in the development with incomes that exceed 30% of the area median income. The housing authority's Tenant Selection and Assignment Plan, which is a part of this policy, provides for skipping families on the waiting list to accomplish these goals.

SECTION XXVII. CLOSING OF FILES AND/ PURGING INACTIVE FILES

This MHA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of tenancy and for three years thereafter the MHA will keep the resident file. In addition, the MHA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the MHA and financial statements.
- Other records which may be specified by HUD.

The MHA shall retain all data for current residents for audit purposes. No information shall be removed which may effect an accurate audit.

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SECTION XXVIII. VAWA

I. Purpose and Applicability

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth MHA’s policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by MHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by MHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between MHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by MHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by MHA.

III. Other MHA Policies and Procedures

This Policy shall be referenced in and attached to MHA’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of MHA’s Admissions and Continued Occupancy Policy. MHA’s annual public housing agency plan shall also contain information concerning MHA’s activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of MHA, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

B. *Dating Violence* – means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship.
 - (ii) The type of relationship.
 - (iii) The frequency of interaction between the persons involved in the relationship.

C. Stalking – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

- (i) that person;
- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

A. *Non-Denial of Assistance*. MHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections*. Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by MHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by MHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

(a) Nothing contained in this paragraph shall limit any otherwise available authority of MHA’ or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither MHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of MHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or MHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator*. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, MHA or a Section 8 owner or manager, as the case may be, may bifurcate a

lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by MHA. Leases used for all public housing operated by MHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by MHA, shall contain provisions setting forth the substance of this paragraph.

VII. *Verification of Domestic Violence, Dating Violence or Stalking*

A. *Requirement for Verification.* The law allows, but does not require, MHA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., MHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by MHA. Section 8 owners or managers receiving rental assistance administered by MHA shall be required to verify, as permitted under applicable law.

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

1. *HUD-approved form* - by providing to MHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to MHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. *Police or court record* – by providing to MHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by MHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of MHA, or a Section 8 owner or manager may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing.

Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to MHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing, or
2. Required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. Otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by MHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

VIII. Transfer to New Residence

A. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Relationships with Service Providers

It is the policy of MHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If MHA staff becomes aware that an individual assisted by MHA is a victim of domestic violence, dating violence or stalking, MHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring MHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. MHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which MHA has referral or other cooperative relationships.

XI. Notification

MHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIII. Amendment

This policy may be amended from time to time by MHA as approved by the MHA Board of Commissioners.