

Petersburg Redevelopment & Housing Authority

Admissions and Continued Occupancy Policy



Submitted to:

Petersburg Redevelopment and Housing Authority
128 S. Sycamore Street, Petersburg, VA 23804

Submitted by:



Quadel Consulting and Training, LLC
1200 G St. NW, Washington DC 20005

Revised: 09/2016
Approved by PRHA Board of Commissioners:

TABLE OF CONTENTS

Chapter 1: Program Authority and Objectives 1

Chapter 2: General Administrative Provisions and Policies..... 4

 2.1 Confidentiality and Privacy Policy 4

 2.2 Record Retention Policy 4

 2.3 Deconcentration Policy 6

 2.4 Income Targeting 6

 2.5 Units Designated for Elderly or Disabled Families Policy..... 7

 2.6 Community Service and Self-Sufficiency Requirement (CSSR) Policy 7

Chapter 3: General Fair Housing Policies..... 12

 3.1 Nondiscrimination Policy 12

 3.2 Language Assistance Plan and Limited English Proficiency Policy 14

 3.3 Family Outreach 15

 3.4 Affirmatively Furthering Fair Housing..... 15

 3.5 Reasonable Accommodations..... 15

 3.6 Live in Aide Policy..... 18

 3.7 Physical Impairment Policy 19

 3.8 VAWA: Violence against Women Reauthorization Act Policy 20

Chapter 4: Applying to the Program and Waiting List 24

 4.1 Application Process 24

 4.2 Preferences 24

 4.3 Waiting List Placement 26

 4.4 Opening and Closing the Waiting List 28

 4.5 Maintaining the Waiting List..... 30

 4.6 Updating the Waiting List 30

 4.7 Removal from the Waiting List 31

 4.8 Resident Selection Policy 32

 4.9 Occupancy Standards..... 33

Chapter 5: Initial and Continuing Eligibility..... 35

 5.1 Qualifying for Admission..... 35

 5.2 Family Definition 36

 5.3 Citizenship Requirements 40

 5.4 Social Security Number Disclosure 41

 5.5 Determining Annual Income 42

 5.6 Assets 46

 5.7 Lump Sum Payments..... 47

 5.8 Excluded Income 48

 5.9 Deductions from Income 49

 5.10 Anticipating Income 53

 5.11 Criminal Background Policy..... 53

 5.12 Suitability Screening..... 54

 5.13 Eligibility Determination 61

 5.14 Leasing 62

 5.15 Rent and Other Charges..... 67

5.16 Visitors/Guests.....	68
5.17 Pet Policy.....	68
5.18 Absence from the Unit.....	78
Chapter 6: Inspections.....	81
6.1 Move-In Inspections.....	81
6.2 Move-Out Inspections.....	81
6.3 Annual Inspections	81
6.4 Quality Control Inspections.....	81
6.5 Special Inspections.....	90
6.6 Emergency Inspections	90
6.7 Inspections Notices and Attendance	90
Chapter 7: Rent Calculation	94
7.1 Choice of Rent: Income Based or Flat Rent	94
7.2 Ceiling Rents.....	94
7.3 Utility Allowances	95
7.4 Flat Rents	85
7.5 Maximum Rents.....	97
7.6 Welfare Rent	97
7.7 Minimum Rent	97
Chapter 8: Verifications	99
8.1 Methods of Verification	100
8.2 Eligibility Verifications.....	103
8.3 Verification of Income.....	108
8.4 Verification of Assets	110
8.5 Verification of Expenses.....	111
Chapter 9: Ongoing Program Operations	115
9.1 Annual Re-Examinations	115
9.2 Interim Reexaminations.....	117
9.3 Transfer Policy.....	120
Chapter 10: Denial of Assistance and Lease Terminations	129
10.1 Evidence and Considerations.....	129
10.2 Denial of Assistance	130
10.3 Informal Hearing Policy.....	134
10.4 Lease Terminations	135
10.5 Payment Agreements.....	139
10.6 Evictions	140
10.7 Grievance Policy.....	141
Chapter 11: Program Integrity	143
11.1 Detecting Errors and Program Abuse	143
11.2 Consideration of Remedies.....	144
11.3 Notice and Effective Dates.....	145

Chapter 1: Program Authority and Objectives

Link: [United States Housing Act of 1937](#)

The Petersburg Redevelopment and Housing Agency is referred to as "PHA" or "Housing Authority" or "PRHA" throughout this document. The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the Petersburg Redevelopment and Housing Authority (PRHA) Personnel Policy and this Admissions and Continued Occupancy Policy (ACOP). The administration of the PRHA's housing program will also meet the requirements of the Department of Housing and Urban Development (HUD). Such requirements include any HUD regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in [24 CFR, Parts 1, 5, 8, 100, 902, 945, 960, 965, and 966 (Code of Federal Regulations)].

Applicable Regulations

- [24 CFR Part 1](#): Nondiscrimination in Federally Assisted HUD Programs
- [24 CFR Part 5](#): General HUD Program Requirements
- [24 CFR Part 8](#): Nondiscrimination
- [24 CFR Part 100](#): Discriminatory Conduct Under Fair Housing Act
- [24 CFR Part 902](#): Public Housing Assessment System
- [24 CFR Part 903](#): Public Housing Agency Plans
- [24 CFR Part 945](#): Designated Housing
- [24 CFR Part 960](#): Admission and Occupancy Policies
- [24 CFR Part 965](#): PRHA-Owned or Leased Projects – General Provisions
- [24 CFR Part 966](#): Lease and Grievance Procedures

PRHA Mission Statement

PRHA intends to serve the citizens of the City of Petersburg, VA by:

- Providing affordable housing opportunities in a safe environment.
- Revitalizing and maintaining neighborhoods and a strong urban core including downtown Central Business District
- Providing opportunities for low and moderate income homeownership
- Forming effective public/private partnerships to maximize social and economic opportunities
- Continuing an active partnership with local government and other municipal agencies within the City of Petersburg.

PRHA is committed to providing decent, safe and affordable housing to eligible families in Petersburg community. PRHA strives to make the best use of all available resources so that its

residents may live in a decent, safe and sanitary environment. PRHA endeavors to provide its residents with adequate opportunities to achieve economic self-sufficiency and an enhanced quality of life. PRHA is committed to serving its residents in a courteous respectful and caring manner.

Property Management and Assisted Housing Team Guiding Principles

- Ensure the delivery of quality services through knowledgeable and skilled staff.
- Conduct business in a professional and trustworthy manner.
- Treat each customer with respect and sensitivity.
- Strengthen team collaboration through respect and value of individual members.
- Provide creative and innovative ways to improve service delivery.

Purpose of the Admissions and Continued Occupancy Policies (ACOP)

Link: [CFR 24 Part 903](#)

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for PRHA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the U.S. Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and PRHA. PRHA's Board of Commissioners must approve the original policy and any changes. Required portions of this Plan are provided to HUD.

PRHA shall not permit these policies to be subverted to do personal or political favors. Further, PRHA will offer units only in the order prescribed by this policy since any other method violates the policy, federal law, and the civil rights of the other families on the Waiting List [[24 CFR 960.206\(e\)](#)]. PRHA's method for selecting applicants will provide a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in PRHA's ACOP.

Local Objectives:

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that PRHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

- To provide improved living conditions for extremely low, very low and low income families while maintaining their rent payments at an affordable level.
- To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for residents and their families.
- To avoid concentrations of economically and socially deprived families in any one or all of the PRHA's public housing developments.

- To lawfully deny the admission of applicants, or the continued occupancy of residents whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to PRHA employees.
- To attempt to house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income in PRHA's jurisdiction.
- To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.
- To provide housing for a diverse income group.
- To facilitate the judicious management of PRHA's housing inventory, and the efficient management of PRHA staff.
- To ensure compliance with [Title VI of the Civil Rights Act of 1964](#) and all other applicable Federal Laws and regulations so that the admissions and continue occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status.

Public Housing Management Assessment System (PHAS) Objectives [[24 CFR 902](#)]

PRHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that PRHA is using its resources in a manner that reflects its commitment to quality and service. PRHA policies and practices are consistent with the Public Housing Assessment System (PHAS) regulations. PRHA is continuously assessing its program and consistently strives to make improvements. PRHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. PRHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

Chapter 2: General Administrative Provisions and Policies

2.1 Confidentiality and Privacy Policy

Link: [24 CFR 5.212](#); [HUD Form 9886 \(English\)](#); [HUD Form 9886 \(Other Languages\)](#)

PRHA's practices and procedures are designed to safeguard the privacy of applicants and residents. It is the policy of PRHA to guard the privacy of applicants and residents, and ensure the protection of records in accordance with the Privacy Act of 1974. Applicants and residents, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information. PRHA will not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by State and local law.

This privacy policy does not limit PRHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy, and does not prohibit PRHA from disclosing information to local law enforcement if the resident is suspected of being involved in criminal or legal activity.

All applicant and resident information will be kept in a secure location and access will be limited to authorized PRHA staff. Files will never be left unattended or placed in common areas. PRHA staff will not discuss personal family information unless there is a business reason to do so. Criminal Background check information will be kept in a separate file with access only by persons authorized by PRHA. Upon making a determination of eligibility, the criminal background check information will be destroyed, unless it must be retained, pending appeal or court action.

Prior to utilizing HUD's EIV system, PRHA will adopt and implement EIV security procedures required by HUD.

2.2 Record Retention Policy

Link: [24 CFR 908.101](#); [24 CFR 35 Subpart B](#)

During the term of each public housing tenancy, and for three years thereafter, PRHA will keep all documents related to a family's eligibility, tenancy, and termination. In addition, PRHA will keep the following records for three years:

- An application from each ineligible family and notice that the applicant is not eligible
- Lead-based paint records
- Documentation supporting the establishment of flat rents and the public housing maximum rent
- Documentation supporting the establishment of utility allowances

- Documentation supporting PHAS scores
- Accounts and other records supporting the budget and financial statements for the program
- Other records as determined by PRHA or as required by HUD
- Longer retention requirements may apply for citizenship status hearing documents

Records for Environmental Intervention Blood Lead Level

PRHA shall report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 working days of being so notified by any other medical health care professional. PRHA will also provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office.

2.3 Deconcentration Policy

Link: [24 CFR 903 Subpart A](#)

PRHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to extremely low income families, will be to admit higher income families to lower income developments, and lower income families to higher income developments. In the event that the target goal is not being met, PRHA may skip families with higher preference or earlier date/time in order to reach a family of the extremely low income level.

2.4 Income Targeting

Link: [24 CFR 960.202\(b\)](#)

PRHA will monitor progress in meeting the Extremely Low Income (ELI) requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met. This income targeting requirement does not apply to a low-income family that is "continuously assisted" under the 1937 Act, or to a low-income or moderate income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on project-based eligible low-income housing.

Fungibility

Link: [Quality Housing and Work Responsibility \(QHWRA\) Act of 1998](#)

PRHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year to the extent that PRHA has provided more than 75 percent of newly available housing to "extremely low income families."

2.5 Units Designated for Elderly or Disabled Families Policy

Link: [24 CFR 945](#) and [24 CFR 945.201](#)

PRHA has not designated any housing units specifically for the elderly or disabled. All developments and AMP's are available to rent by the elderly, disabled and families, based upon family composition and other applicable income targeting requirements.

2.6 Community Service and Self-Sufficiency Requirement (CSSR) Policy

Links: [24 CFR 960 Part F](#); [PIH Notice 2009-48](#); [Social Security Act Section 216 \(i\)\(I\)](#); [Social Security Act Section 1614](#); [42 U.S.C. 607\(d\)](#)

The Community Service and Self-Sufficiency Requirement are mandated by Congress as a part of the Quality Housing and Work Responsibility Act of 1998. Under this provision of law, noncompliance with the CSSR Policy is a violation, and is grounds for non-renewal of the lease at the end of a 12-month term. This requirement is stated in the dwelling lease signed with all tenants of Petersburg Redevelopment and Housing Authority (PRHA). PRHA requires tenants to verify compliance annually, at least 30 days before the expiration of the lease term. Self-certification by tenants is not acceptable; third party certification must be provided by the entity for which the tenant has performed the service.

All non-exempt households in the Public Housing Program must comply with the following Community Service Requirements:

- Each non-exempt household member adult must perform at least 8 hours of community service activity each month when the household is paying at least the minimum rent
- The activity may be a combination of volunteer community service or self-sufficiency activity
 - Self-sufficiency activities include training, counseling, classes and other activities which help an individual toward self-sufficiency and economic independence
- The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual re-examination
- Activities must be performed within the jurisdictional area of PRHA

Exempt Households

PRHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with PRHA's determination, s/he can dispute the decision through PRHA's grievance procedures. When a non-exempt person becomes exempt, it is his/her responsibility to report and document the change to PRHA within 10 business days of the

change. When an exempt person becomes non-exempt, it is his/her responsibility to report and document the change to PRHA within 10 business days of the change. At each annual reexamination, residents will be informed if they are automatically exempt from the CSSR (see Annual Reexamination Process above). At the annual reexamination, residents can apply for exemption through self-certification or Third- Party Verification. Residents may self-certify that:

- Household members who are under the age of 18 years of age
- The following household members over the age of 18:
 - Household members who are 62 years of age or older
- Verification of this exemption status will be done only at the initial application
 - Household members who are blind or disabled as defined in the Social Security Act ([Section 216\(i\)\(1\)](#) or [Section 1614 of the Social Security Act](#) (42 USC 416(i)(1); 1382c)
 - Household members who are the primary care giver of a blind or disabled individual as defined above (self-certification will only apply when such individual is listed as a member of the household of the person requesting the exemption)
 - Household members who are engaged in work activity
- 20 hours per week is the minimum number of work hours to qualify for a work activity exemption
- Residents may also obtain an exemption form for Third-Party Verification for one of the following exemptions:
 - Work exempt via a state welfare/TANF/Social Security Administration (SSA) program with Third-Party Verification from the agency.
 - Primary caretaker of someone disabled/elderly outside of the household, with Third Party Verification by an established agency providing oversight, or by the doctor of the elderly/disabled person.
 - Providing child care for someone doing CSSR with Third Party Verification by an established agency providing the oversight.
 - Person with pending SSI application or SSA/DSS disputes with Third Party Verification (this exemption can only be used once.)
 - Sick or suffering from a temporary disability expected to last 60 days or more with Third Party Verification form a Doctor/Medical Provider.

The exemption form must be returned to Property Management within 30 days of the annual reexamination. When the exemption is granted, it will be in effect until the next annual reexamination. Exemptions requested after the CSSR has been implemented can be granted with approval from the resident's Property Manager, and will be in effect until the next annual reexamination.

Work activities include but are not limited to the following:

- Unsubsidized employment
- Subsidized private sector employment

- Work experience, including work associated with refurbishing: publicly assisted housing, if sufficient private sector employment is unavailable
- On the job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training directly related to employment
- Job skills training directly related to employment
- Education directly related to employment for a household member who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at a secondary school or higher
- Satisfactory attendance in a course of study leading to a certificate of general equivalence for a household member who has not completed high school or received such a certificate
- The provision of childcare services to an individual who is required to perform the Service Requirement.
- Household members who meet the requirements for being exempted from the work activity under Part A of Title IV of the Social Security Act ([42 USC Section 601 et seq.](#)) or under any other state welfare program, including a state-administered welfare to work program and who has not been found in non-compliance with that program by the State or other administering party.

Community Service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. Activities at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work will not be considered eligible community service activities.

Community Service – Volunteer Service includes, but is not limited to:

- Service at a local school, church, hospital, recreation center, senior center, service organization, or child care center
- Service with youth or senior organizations functions
- Service at PRHA to help improve physical conditions including the clean-up programs and non-paid time spent on caretaker duties
- Service at PRHA to help with children’s programs or youth sporting events, including PRHA Youth Sports and Fine Arts Academy
- Service at PRHA to help with senior programs
- Helping neighborhood groups with special projects, Volunteer at homeless Shelters
- Working through the Tenant Council or individual development Tenant Council’s or Senior Club to help other tenants with problems
- Caring for the children of other tenants so they may volunteer
- Service on the Tenant Advisory Board

- Other volunteer service with non-profits, for example, 501(C) (3) organizations, providing community service programs.
- Big Brothers/Big Sisters

Economic Self-Sufficiency Program [24 CFR 5.603(b), Notice PIH 2015-12]

For purposes of satisfying the community service requirement, an *economic self-sufficiency program* is defined by HUD as any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Eligible self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes
- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Program Design

PRHA's goal is to provide broad choice and design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. PRHA will:

- Work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program as needed.
- Make efforts to identify volunteer opportunities throughout the community, especially those in proximity to the public housing development.
- Provide available names and contacts at agencies that can provide opportunities for residents
- Provide in-house opportunities for volunteer work or self-sufficiency programs when possible

PRHA will provide the family with a copy of the Community Service Procedure at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement and at any time upon the family's request. The adult family members must sign a certification that they have received and read the policy and procedure, and understand that if they are not exempt failure to comply with the policy and procedure will result in non-renewal of their lease.

At the time of annual re-examination PRHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or PRHA has reason to believe that an individual's exemption status has changed. PRHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt.

Chapter 3: General Fair Housing Policies

3.1 Nondiscrimination Policy

Links: [Fair Housing Act \(42 U.S.C\)](#); [Section 504 of the Rehabilitation Action of 1973](#); [Joint Statement of HUD and DOJ 5/17/14](#)

It is the policy of the Petersburg Redevelopment and Housing Authority (PRHA) to accept applications for housing from all persons regardless of race, color, religion, sex, and national origin, source of income, familial status, disability, or elderliness. In the selection and admission of tenants the Authority will not discriminate because of race, color, religion, sex, national origin, source of income, familial status, disability, or elderliness, as well as additional protections afforded under the regulations with regard to gender identity, sexual orientation. The Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity to all. The Authority will make such physical and/or procedural changes as will reasonably accommodate people with disabilities. No quotas or other devices, except as necessitated by allocation of units to ranges of specified rent, will be established to limit the number of such families in residence.

Complying with Civil Rights Laws

It is the policy of the PRHA to comply with all federal, state and local non-discrimination laws, rules and regulations governing fair housing and equal opportunity in housing and employment now in effect and subsequently enacted, including, but not limited to:

- [Title VI of the Civil Rights Act of 1964](#), which forbids discrimination on the basis of race, color, religion, national origin or sex.
- [Title VIII of the Civil Rights Act of 1968](#) (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination
- [Executive Order 11063](#)
- [Section 504 of the Rehabilitation Action of 1973](#), which describes specific housing rights of persons with disabilities
- [Age Discrimination Act of 1975](#)
- [Title II of the Americans with Disabilities Act](#), otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units)
- [Violence Against Women Reauthorization Act 2013](#)(VAWA)
- Any applicable State laws or local ordinances that may apply, including those pertaining to Fair Housing or any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted

PRHA will provide information to applicants at the time of admission and residents at the time of annual re-examination about civil rights requirements.

PRHA's housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status. PRHA will not inquire about the sexual orientation or gender identity of an applicant or resident for purposes of determining eligibility or otherwise making such housing available. PRHA will not discriminate because of race, color, marital status, sexual orientation, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities.

PRHA shall not permit these policies to be subverted to do personal or political favors. Further, PRHA will offer units only in the order prescribed by this policy since any other method violates the policy, federal law, and the civil rights of the other families on the Waiting List. [[24 CFR 960.206\(e\)](#)]

PRHA's method for selecting applicants will provide a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in PRHA's ACOP.

If an individual wishes to complain on behalf of himself or someone else against discrimination by PRHA, he may file a complaint with PRHA, the local Office of the U.S. Department of Housing and Urban Development, or The Virginia Fair Housing Office.

Upon receipt of a complaint from an applicant or resident alleging a violation of the Equal Access Rule, PRHA will determine if a program violation occurred, provide written notice and implement appropriate corrective action(s). PRHA will keep records of all complaints, investigations, notices and corrective actions. PRHA may also advise the family to file a Fair Housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

If an individual files a complaint with only one agency, he or she is free at any time afterwards to file another complaint with the other agencies.

Addresses to which complaints should be sent are as follows:

504 Coordinator/Compliance Officer Petersburg Redevelopment and Housing Authority P. O. Box 311 Petersburg, Virginia 23804	Director Office of Fair Housing and Equal Opportunity Virginia State Office of the U. S. Department of Housing and Urban Development 600 E. Broad Street P. O. Box 90331 Richmond, Virginia 23219	Administrator The Virginia Fair Housing Office Department of Professional and Occupational Regulation 9960 Maryland Drive, Suite 400 Richmond, Virginia 23233
---	--	---

Equal Access to Housing regardless of Sexual Orientation or Gender Identity

Housing assisted by HUD or insured by FHA shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. [[24CFR 5.105](#)]

PRHA will not discriminate against people who identify as lesbian, gay, bisexual and transgender (LGBT).

Effective March 5, 2012, The Final Rule provides for equal access to HUD-assisted or insured housing:

- i. Eligibility for HUD-assisted or-insured housing. A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.
- ii. Prohibition of inquiries on sexual orientation or gender identity. No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or sub recipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

3.2 Language Assistance Plan and Limited English Proficiency Policy

Link: [Federal Register 1/22/07, 24 CFR 1](#)

PRHA will assist Limited English Proficiency (LEP) families. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be LEP, entitled to language assistance with respect to a particular type of service or benefit. In determining whether it is feasible to translate documents into languages other than English, PRHA will consider the following factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee.
- The frequency with which LEP persons come in contact with the program.
- The nature and importance of the program, activity, or service provided by the program to people's lives; and the resources available and related costs.

- If there are fewer than 50 persons in a language group, PRHA will not translate vital written materials, but instead may provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of these written materials.
- The decision about when materials will be made available in other languages will be based on the proportion of persons in the eligible population of Petersburg whose first language is other than English.
- At all PRHA offices a notice will be available that states in multiple languages (and alphabets), “Please make a new appointment and bring someone with you who can interpret for you.”
- Applicants and residents with Limited English Proficiency (LEP) may furnish an interpreter to assist in communication with PRHA.

Documents intended for use by applicants and residents will be made available upon request in formats accessible for those with vision or hearing impairments in compliance with the Fair Housing Act, [24 CFR 8.6](#), including communication by way of TDD/TTY (711) for those applicants or program participants who are speech or hearing impaired.

3.3 Family Outreach

Link: [24 CFR Part 903.2](#) and [24 CFR 903.7](#)

PRHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in PRHA’s jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

3.4 Affirmatively Furthering Fair Housing

Link: [24 CFR 960.103](#)

PRHA will affirmatively further fair housing by marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. PRHA will review these factors regularly to determine the need for and scope of affirmative marketing efforts.

3.5 Reasonable Accommodations

Link: [24 CFR Part 8](#), [24 CFR Part 966.7\(b\)](#)

The Petersburg Redevelopment and Housing Authority (PRHA) is committed to operating all of its housing programs in a fair and impartial way. In addition to requiring fairness and impartiality without regard to race, color, sex, sexual orientation, gender identity, family responsibilities, national or ethnic origin, religion, age,* personal appearance, familial status, marital status, political affiliation, source of income, elderliness, matriculation and place of residence or business, PRHA is committed to providing programs in a way that does not discriminate against individuals with disabilities.

This policy applies to applicants and residents of public housing and participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by PRHA its agents or contractors including all non-housing facilities and common areas owned or operated by the PRHA.

A reasonable accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from a program or activity (both housing and otherwise).

PRHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, re-examination documents, and notice of adverse action. The notice will include the name and phone number of PRHA contact person for requests for accommodation for persons with disabilities.

PRHA will encourage the family to make its request in writing using the reasonable accommodation request form. However, PRHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is made orally, PRHA will document the request in writing, including: request specifications, family name, date, and PRHA staff taking request.

If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to fully access and utilize PRHA's housing programs and related services, PRHA will verify and evaluate the request. PRHA will fully bear the cost of all reasonable accommodations unless doing so would create undue financial and administrative burdens. PRHA is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.

- When PRHA refuses a requested accommodation, PRHA should discuss with the requester whether there is an alternative accommodation that would meet the requester's disability-related needs.
- After a request for an accommodation is presented, PRHA will respond, in writing, within 10 business days.
- If PRHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal PRHA's decision through an informal hearing (if applicable) or the grievance process.
- If PRHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), PRHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.
- If PRHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, PRHA will notify the family, in writing, of its

determination within 10 business days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal PRHA's decision through an informal hearing (if applicable) or the grievance process

Legal Authority

This Policy is in compliance with the statutory authority listed below:

- Section 504 of the Rehabilitation Act of 1973 (Section 504);
- Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
- The Fair Housing Act of 1968, as amended (Fair Housing Act);
- The Architectural Barriers Act of 1968; and
- 24 CFR Part 8 Subpart C

Definition of Disability

Person with disabilities is a person who:

- Has a disability, as defined in 42 USC 423;
- Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently, and
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - Has a developmental disability as defined in 42 USC 15001
- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- Does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities, or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others;
- For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence, and;
- Means "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Examples of Reasonable Accommodations

- Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability that is on the lease;
- Adjusting the amount of tenant-paid utilities of PHA consumption levels for families that have higher consumption levels for a required apparatus;
- Waving the charges for certain resident-supplied appliances due to a need for the family to use special equipment;
- Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- Allowing a live-in aid to reside in an appropriately sized PRHA unit;

- Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
- Transferring a resident to a unit on a lower level or a unit that is completely on one level;
- Making documents available in large type, computer disc or Braille;
- Making sign language interpreters available to meet with staff or at resident meetings;
- Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;

PRHA's reasonable accommodation procedures are stated in PRHA Reasonable Accommodation Procedure.

3.6 Live in Aide Policy

Link [24 CFR 5.403](#); [24 CFR 8](#); [24 CFR 5.609\(c\)\(5\)](#); [24 CFR 966.4\(d\)\(3\)\(i\)](#)

PRHA will approve a live-in aide if needed for families with an elderly or near elderly member, or as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities.

Live-in aide means a person who resides with one or more elderly persons, or near- elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons
- Is not obligated for the support of the persons, and
- Would not be living in the unit except to provide the necessary supportive services

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program. Income of the live-in aide will not be counted for the purposed of determining eligibility or level of benefits. Live-in aides are not subject to Non-Citizen Rule requirements. Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above. However, a relative who serves as a live-in aide is not considered a family member and will not be considered a remaining member of a resident family.

A Live-in Aide may only reside in the unit with the approval of PRHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

PRHA will screen the live-in aide and the live-in aide must be eligible under criminal background requirements and must also have the necessary skills to meet the needs of the individual requesting the reasonable accommodation.

PRHA has the right to disapprove a request for a live-in aide based on the Eligibility Requirements in Chapter 5 of this ACOP.

For continued approval, the family must submit a new, written request—subject to PRHA verification—at each annual reexamination.

3.7 Physical Impairment Policy

Links: [24 CFR Part 8.6](#)

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) Dial 711 communication is available. When visual aids are used in meetings or presentations, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant or resident) to receive, interpret and explain housing materials and be present at all meetings.

3.8 VAWA: Violence against Women Reauthorization Act Policy

Link: [Violence Against Women Reauthorization Act 2013](#); [24 CFR 5 Subpart L](#)

The purpose of this policy is to implement applicable provisions of the Violence Against Women Reauthorization Act of 2013 and to set forth PRHA's policies regarding domestic violence, dating violence, sexual assault and stalking. Notwithstanding its title, this policy offers protections for women or men, as well as people in same-sex relationships, Native Americans, and illegal immigrant victims of domestic violence, dating violence, sexual assault or stalking.

VAWA Confidentiality

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

- Requested or consented to by the individual in writing
- Required for use in an eviction proceeding
- Otherwise required by applicable law

PRHA will maintain information regarding domestic violence, dating violence, stalking or sexual assault in a sealed envelope in the resident's file. No applicant to PRHA's Public Housing Program who has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified.

VAWA Documentation

Link: [24 CFR 5.2007](#)

When a participant family is facing termination of assistance because of the actions of a participant, household member, guest, or affiliated individual or other person under the participant's control and a participant claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault or stalking, *PRHA will require the individual to submit documentation affirming that claim. Affiliated individual is defined to include "any other individual, tenant, or lawful occupant is living in the individual's household," not just a person related to the individual by blood or marriage.

PRHA will accept one of three methods for certification of a claim:

- A completed [HUD form 50066 \(alternate languages\)](#) , which PRHA will make available to a participating family upon request and/or
- A Federal, State, tribal, territorial, local police or court record and/or
- Documentation signed and attested to by a knowledgeable professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, stalking, sexual assault or the effects of abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation.

The required certification and supporting documentation must be submitted to PRHA within 14 business days after PRHA issues their written request. The name of the perpetrator may be requested only if the name is known and safe to provide. PRHA may request third-party documentation when presented with victim certification forms containing conflicting information. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, PRHA may proceed with termination of assistance.

If PRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property, if the tenant's tenancy is not terminated, PRHA will bypass the standard process and proceed with the immediate termination of the family's tenancy.

Termination of Assistance- VAWA

The Violence Against Women Act (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the resident or an immediate member of the resident's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault or stalking."

PRHA may exercise its authority to "terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or

others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupant.” In instances where the perpetrator of violence is the only person in the household with established eligibility for the housing, PRHA will work to allow the remaining family members an opportunity to establish program eligibility. If the victim is not eligible for the housing, PRHA must give the victim “reasonable time” to find new housing or establish eligibility under another housing program.

VAWA does not limit PRHA’s authority to terminate the assistance of any participant if PRHA “can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident is not evicted or terminated from assistance.” To use “imminent threat” of harm to other residents as a reason for eviction of the victim, the evidence must be real and objective-not hypothetical, presumed or speculative.

PRHA will exhaust protective measures before eviction. Evictions can only take place after PRHA has taken actions that will reduce or eliminate the threat to the victim, including, transferring the abuse victim to a different home; barring the abuser from the property; contacting law enforcement to increase police presence or develop other plans to keep the property safe; or seeking other legal remedies to prevent the abuser from acting on a threat. PRHA will exercise these measures by:

- Identifying program participants and victims
- Coordinating internally and externally to assist in relocating the victim and their family by making these persons priorities on the transfer lists
- Working closely and in partnership with the City of Petersburg Victim/Witness Advocacy Office
- Assisting in providing and coordinating additional services as needed with various City and State agencies.

Although VAWA provides termination protection for victims of domestic violence, dating violence, stalking and sexual assault, it does not provide protection for offenders. PRHA may exercise its explicit authority to “terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupant.” This authority supersedes any local, state, or other federal law to the contrary. However, if PRHA chooses to exercise this authority, PRHA will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance.

When the actions of a participant, other family member or affiliated individual result in a decision to terminate the family’s assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, PRHA will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe. If the certification and supporting documentation are submitted within the required timeframe, or any approved extension period, PRHA will terminate only the offender’s assistance. If the victim does not provide the certification and supporting documentation, as required, PRHA will proceed with termination of the family’s assistance.

If PRHA can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if the participant's tenancy is not terminated, PRHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Chapter 4: Applying to the Program and Waiting List

4.1 Application Process

Link [24 CFR 1.4](#), [24 CFR 960.202](#)

Purpose

The policy of PRHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but PRHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

Families who wish to apply for any of PRHA's Public Housing must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability/ Limited English Proficiency /Families may obtain application forms from PRHA's office during normal business hours. Families with disabilities may also request – by telephone or by mail – which an application form be sent to the family via first class mail). PRHA accepts applications only from families whose head or spouse is at least 18 years of age or an emancipated minor under State law. To be eligible for participation, an applicant must meet HUD criteria, as well as any permissible additional criteria established by the PRHA.

PRHA will utilize a preliminary application form for the initial application. Preliminary applications will not require interviews. At a minimum, the pre-application will contain questions designed to obtain the following information:

- Names of head of household, spouse/co-head
- Date and time of application
- Names of all members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Preferences
- Street address and phone numbers
- Mailing address (If PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers
- Race/ethnicity
- Arrests/Convictions for Drug Related, Criminal Activity or Sex Offender
- Questions regarding previous participation in HUD programs

If PRHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, PRHA will send written notification of the ineligibility determination within 45 business days of receiving a complete application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Eligible for Placement on the Waiting List

PRHA will send written notification of the preliminary eligibility determination within 45 business days of receiving a completed application and/or closing of the Wait List (which is the latter). If applicable, the notice will also indicate the waiting list preference(s) for which the family appears to qualify.

Applicants will be placed on the waiting list according to PRHA preference(s) and the date and time their complete application is received by PRHA.

PRHA will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards (see Chapter 5). Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to PHA standards and local codes). However, in these cases, the family must agree not to request a transfer for two years after admission, unless they have a change in family size or composition.

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, PRHA will verify any preference(s) claimed and determine eligibility and suitability for admission to the program.

Applicants are also required to respond to requests from PRHA to update information on their application, or to determine their continued interest in assistance. Failure to respond will result in the withdrawal of the application and the applicant being removed from the waiting list.

Corrections, updates, or changes on applications will be documented. Obsolete information on paper forms of applications shall be lined through and documented as to its obsolescence, initialized and dated by the employee making such changes, or by the applicant, if such change is made by the applicant him/herself.

PRHA may convert to using date and time of preliminary applications for placement on the Wait list verses preferences.

4.2 Preferences

PRHA selects applicants for Public Housing based on the following preferences:

- Involuntarily displaced or about to be involuntarily displaced by government action, fire, natural disaster, domestic violence, to avoid reprisals, hate crimes.
- Homelessness- Families residing in Family Shelters.
- Homelessness
- Substandard Housing
- Resident of Petersburg
- Employed in Petersburg
- Olmstead Decision
- Employed
- Veteran
- Elderly (62 or older)
- Near Elderly (55 years of age)
- Child <10w/LBP Poisoning
- Enrolled and/or previously enrolled in educational training
- Enroll in Employment Counseling
- Enrolled in Home ownership Counseling
- None of the above

If an applicant selects a displaced preference statement, they must provide a certified referral from the list of approved agencies with the application.

At this time, the preferences recognized by PRHA are that of an aggregate ranking preference. The preference will be verified prior to admission. A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the Waiting List. Every applicant must meet PRHA's Selection Criteria as defined in this policy and the site selection criteria that may be specific to a property.

Within each preference category, applicants will be selected in order of the date and time of their application. All preferences claimed on the preliminary application or while the family is on the waiting list will be verified.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

4.3 Waiting List Placement

It is PRHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide Waiting List unless the applicant has applied for a development subject to a site -based Waiting List. Applicants will be listed in sequence based upon size and type of unit required, preference, date and time the application is received, and for site-based, the site in which they wish to reside for applicable designated developments. In filing actual or expected vacancies, PRHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of filling units timely, and

accomplishing de-concentration of poverty and income-mixing objectives. PRHA will offer the unit in the proper applicant sequence until it is accepted. This chapter describes PRHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List.

PRHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance). Where the family is determined to be ineligible, PRHA must notify the family in writing. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

When the waiting list is open, any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application, even if applications are only being accepted from specific groups and the family may not qualify. Based on the PRHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

Applicants who owe money to PRHA or any other housing authority will not be placed on the waiting list until their debt is paid in full. There is a five year statute of limitation, which ends the latter of: five years from the date the debt became delinquent, or five years from the date the final payment would have been due if a repayment agreement was signed by the former resident.

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character), or that was subsequently approved by HUD to be designated as such In accordance with local preferences, elderly families whose head, co-head or spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property.

General Occupancy Units

General occupancy units are designed to house all populations of eligible families. In accordance with PRHA's occupancy standards, eligible family's not needing units designed with special features or units designed for special populations will be admitted to PRHA's general occupancy units.

Offer of Placement on the Section 8 Waiting List

PRHA does not maintain a merged Waiting List for the public housing and the Housing Choice Voucher Program. Per [24 CFR 982.205](#), if the Section 8 Waiting List is open when the applicant is placed on the public housing list, PRHA will offer to place the family on both Lists. If the public housing Waiting List is open at the time an applicant applies for Section 8, PRHA will offer to place

the family on the public housing Waiting List so long as units of appropriate size are managed by PRHA.

4.4 Opening and Closing the Waiting List

PRHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. Any decision to open or close a waiting list will be recommended by PRHA's Executive Director and brought before PRHA's Board of Commissioners. The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit and the ability of PRHA to house an applicant in an appropriate unit within a reasonable period of time.

PRHA may open the waiting list to preference-eligible only families, special populations only, or, if PRHA has site based waiting lists, it may open waiting lists for specific sites.

When PRHA opens the waiting list, PRHA will advertise through public notice in the following newspapers, minority publications and media entities. Location(s) and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including:

- The Progress Index
- PRHA Website
- Other Media

To reach persons with disabilities or special populations, PRHA will provide notice to local organizations representing the interests and needs of the disabled/special populations. The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes PRHA address and telephone number, how to submit an application, and information on eligibility requirements.

The notice at a minimum will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next twelve (12) months. PRHA will give at least five (5) days' notice prior to closing the list. PRHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next twelve (12) months. Suspension of application taking is announced in the same way as opening the waiting list. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

PRHA will purge the waiting list as needed contacting applicants to determine their continued interest in the program. Those applicants who indicate they are no longer interested or fail to

respond to a purge letter will have their names removed from the waiting list. At the time of initial application, PRHA will advise families of their responsibility and requirement to notify PRHA in writing when mailing address or telephone numbers change.

Reopening the Waiting List

If the waiting list has been closed, it may be reopened at any time. The PHA should publish a notice announcing the opening of the waiting list in local newspapers of general circulation, minority media, and other suitable media outlets. Such notice must comply with HUD fair housing requirements. The PHA should specify who may apply, and where and when applications will be received.

PRHA will announce the reopening of the waiting list at least 5 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. The notice will specify where, when, and how applications are to be received.

PRHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

[The Progress Index, PRHA Website, Local agencies]

4.5 Maintaining the Waiting List

As authorized by the [Quality Housing and Work Responsibility Act of 1998](#), PRHA may implement site-based waiting lists upon approval of the Annual Plan or upon HUD's approval to the PHA's request before the submission of the Annual Plan. PRHA uses site-based waiting lists in accordance with PRHA's Annual Plan and any updates submitted in compliance with the Quality Housing and Work Responsibility Act of 1998.

The waiting list will contain the following information for each applicant listed:

- Name and address of head of household
- Unit size required (number of family members)
- Social security number (head of household)
- Amount and source of annual income
- Date and time of application
- Household Type (family, elderly, disabled)
- Admission preference, if any
- Race and Ethnicity of the head of household

PRHA will administer its waiting list as required by [24 CFR Part 5, Subpart E](#) and [Subpart F, Part 945](#) and [24 CFR 960, Subpart B](#). The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent part of the file.
2. All applicants in the pool will be maintained in order of preference and in order of date and time of application receipt in the system. The actual application will be alphabetized.

3. Applications equal in preference will be maintained by date and time sequence.
4. Applicants may qualify for more than one preference.
5. All applicants must meet applicable income and other eligibility requirements as established by HUD and PRHA.

The waiting list shall be reviewed and an electronic copy stored quarterly, which will be maintained on a rolling base of 3 years.

4.6 Updating the Waiting List

The waiting list will be updated as needed to ensure that all applicant information is current. To update the waiting list, PRHA will send an update request via first class mail to each family on the waiting list to determine the family continued interest and to ensure that the waiting list information is current and accurate.

While the family is on the waiting list, the family must inform PRHA, within 10 business days, of changes in family size or composition, preference status, or contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent PRHA from making an eligibility determination; therefore no informal hearing is required.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the update notification will be considered as a reasonable accommodation if requested by a person with a disability.

Family Changes Prior to Unit Offer

Changes that occur during the period between certification of eligibility and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment and must be re-verified prior to making the offer. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal review when applicable (See Chapter on Complaints, Grievances, and Appeals)

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open. When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, PRHA will make the decision taking into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- Any possible risks to family members as a result of domestic violence or criminal activity;

- Recommendations of Social Service Agencies, and;
- Which family member applied as Head of Household?

When a family is on the WL and the head of household is deceased, an adult member who has court ordered final custody of the children listed on the application shall be allowed to retain the original application position. The family will take the appropriate place on the waiting list according to the date they first applied.

4.7 Removal from the Waiting List

Depending on the movement of the waiting list, the Housing Supervisor will conduct a review annually to determine if the wait list will be purged. To update the waiting list, PRHA will send an update request via first class mail to each family on the waiting list to determine the family continued interest and to ensure that the waiting list information is current and accurate.

PRHA will remove applicants from the waiting list if:

- The applicant has failed to respond to any mailing from PRHA within the given deadline of 15 calendar days from the date on the letter. The applicant will be ineligible to reapply for a period of 1 year from the date of the action.
 - If a letter is returned by the U.S. Postal Service, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. The applicant is ineligible to reapply for a period of 1 year from the date of the mailing.
 - If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Housing Supervisor or his/her designee determines there were circumstances beyond the person's control or verified to be related to a reasonable accommodation.
- PRHA is unable to contact the applicant to follow up on their application. No informal hearing is required following withdrawal of an application.
- The applicant requests that their name be removed
- The applicant fails to keep a scheduled interview or leasing, fails to have money at lease reading or fails to respond to the Authority concerning information that is necessary to process the application or request from PRHA to update information on their application.
- The applicant fails to complete the orientation classes.
- The applicant refuses two unit offers without good cause.
 - The applicant will be ineligible to reapply for a period of 1 year from the date of the second refusal.
- PRHA determines that the family is not eligible for admission at any time while the family is on the waiting list.

4.8 Resident Selection Policy

Order of Selection

All community wide housing offers will be made from the approved waiting list of appropriate size and/or suitable type and shall be made in accordance with the following:

1. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the oldest vacancies. If the applicant refuses the first offer, the applicant will be offered a second choice.
2. If there is only one location at which suitable units are available (e.g. only one development has units that are large enough), the applicant is offered a unit at that location. If the applicant refuses the offer, the applicant will be offered a second unit at the location with the second greatest number of vacancies.

Applicants must accept a unit offer within 72 hours of the date the offer is made.

PRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

If, for good cause, an applicant rejects a unit offer or is willing to accept the unit offered but is unable to take occupancy at the time of the offer, the applicant will not be repositioned on the waiting list.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [[24 CFR 945.303\(d\)](#)].
- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;
- The family demonstrates to PRHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.
- The unit does not meet the verified accessibility needs of the applicant.

Resident Selection Notification

PRHA will notify the family via telephone and/or first class mail when it is selected from the waiting list.

The notice will inform the family of the following:

- Date, time, and location of the application interview, including any procedures for rescheduling the interview
- Who is required to attend the interview
- Documents that must be provided at the interview

If a notification letter is returned to PRHA with no forwarding address, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents PRHA from making an eligibility determination; therefore no informal hearing will be offered.

4.9 Occupancy Standards

Determining Unit Size

The Occupancy Guidelines are established by PRHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. These Occupancy Guidelines are used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the Occupancy Guidelines.

Applicants will be approved for admission as well as continued occupancy based upon the standard of two persons per bedroom with the exceptions listed below:

- A single head of household parent selected from the waitlist shall not be required to share a bedroom with his/her child. A current resident single head of household parent shall be required to share a bedroom with his/her child until the child reaches the age of 5 (five) years old.
- Live-in aides will be provided a separate bedroom.
- Member temporarily absent may be considered a part of the family group if they are living or will live regularly with the family. Temporarily absent reason must be documented and is subject to PRHA approval.
- To prevent vacancies, PRHA may provide an applicant family with a larger apartment than the occupancy standards permit. However, in these cases, the family must agree to move to a suitable, smaller apartment when another family qualifies for the larger apartment and there is an appropriate sized apartment available to which the family can transfer.

Occupancy Standards Chart

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

- Two children will share a bedroom.
- Husband and wife share the same bedroom.
- Foster children are included in determining unit size.

Occupancy Standards Exceptions

PRHA will consider granting exceptions to the occupancy standards at the family's request if PRHA determines, in its sole discretion, the exception is justified by the relationship, age, sex, health or disability of family member or other personal circumstances.

For example, an exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a Reasonable Accommodation for a person with disabilities. An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the apartment size in which the family resides (according to the Occupancy Standards Chart) and the family does not want to transfer to a larger size apartment.

When evaluating exception requests PRHA will consider the size and configuration of the unit. In no case will PRHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

All requests for exceptions to the occupancy standards must be submitted in writing. In the case of a request for exception as a Reasonable Accommodation, the request must be made in writing using the Request for Reasonable Accommodation form.

Chapter 5: Initial and Continuing Eligibility

This Chapter defines both HUD's and PRHA's criteria for admission and denial of admission to the program. The policy of PRHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. PRHA staff will review all information provided by the family carefully and without regard to factors other than those provided with the regulation and PRHA policies. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by PRHA pertaining to their eligibility.

5.1 Qualifying for Admission

It is PRHA's policy to admit qualified applicants only. To be eligible for the public housing program, an applicant must:

- Qualify as a family as defined by this ACOP;
- Provides a Social Security number (SSN) for all family members;
Link: [24 CFR Part 5, Subpart B](#)
- Qualify on the basis of citizenship or eligible immigrant status of family members;
Link: [24 CFR Part 5, Subpart E](#)
- Have an Annual Income at the time of admission that does not exceed the low- income limits for occupancy established by HUD.

Link: [24 CFR Part 5, Subpart F](#)

- Consents to PRHA's collection and use of family information, as provided for in PRHA-provided consent forms; and
- Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

All applicants will be processed in accordance with HUD's regulations and sound management practices. Applicants will be required to demonstrate the ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

1. To pay rent and other charges as required by the lease in a timely manner;
2. To care for and avoid damaging the unit and common areas;
3. To use facilities, appliances and equipment in a reasonable way;
4. To create no health or safety hazards, and to report maintenance needs in a timely manner;
5. Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
6. Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off PRHA premises;
7. Not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;
8. Not to be subject to sex offender registration requirement;
9. Not be subject to any applicant family member required to register as a sex offender which will result in the applicant family being disapproved;
10. To comply with necessary and reasonable rules and program requirements of HUD and PRHA;
11. To comply with local health and safety codes
12. To comply with the essential components of the lease; and,
13. To comply with site-specific criteria, at sites with criteria

Denial of Admission for Previous Debts to This or Any Other PHA

Previous outstanding debts to PRHA or any Public Housing Authority (PHA) resulting from a previous tenancy in the public housing, Section 8, or assisted housing program must be paid in full prior to submitting a pre-application.

In no case will the debt be forgiven.

Either spouse is responsible for the entire debt incurred as a previous PRHA tenant. Children (under age 18 or disabled) of the head or spouse who had incurred a debt to PRHA will not be held responsible for the parent's previous debt.

Exemption from Eligibility Requirements for Police Officers and Other Security Personnel

PRHA may admit to Public Housing, police officers and other security personnel who are not otherwise eligible for such housing under any other admission requirements or procedures (i.e. police officers would not be required to be income eligible to qualify for admission to the Public Housing program.) HUD's objective in granting this exemption is to permit long-term residency in public housing developments of police officers and security personnel whose visible presence is expected to serve as a deterrent to criminal activity in and around housing.

5.2 Family Definition

The applicant must qualify as a family. PRHA considers a family as the following, which includes, but is not limited to, regardless of actual or perceived sexual orientation, gender identity, or marital status qualify as a "family [[24 CFR 5.403](#)]":

A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or

- A group of persons residing together and such group includes, but is not limited to:
- A family with or without children (a child who is temporarily away from the home because of placement in foster care or a student temporarily away at college is considered a member of the family);
 - Two or more persons who are not related by blood, marriage, adoption or other operation of law, but who either can demonstrate that they have lived together previously, or can verify stable shared income or resources that will be available to meet the needs of the family (Unmarried couples of the opposite or same sex will be considered a family if it can be shown that the members have formed a stable relationship. If the couple is not related by blood (e.g. brother and sister, mother and son) then PRHA will consider the relationship one of affinity and will allow one bedroom for the couple when it determines bedroom size);
 - An elderly family;
 - A near-elderly family;
 - A disabled family;
 - A displaced family; and
 - The remaining member of a resident family with the capacity to execute a lease.

For the purposes of categorizing families as defined above, the terms disabled family, elderly family and near-elderly family are:

- Disabled family means a family whose head (including co-head); spouse or sole member is a person with a disability.
- Elderly family means a family whose head (including co-head); spouse or sole member is a person who is at least 62 years of age.
- Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who PRHA defines as at least 55 years of age but below the age of 62; or two or more persons, who are at least 55 years of age but below the age of 62, living

together; or one or more persons who are at least 55 years of age but below the age of 62, living with one or more live-in aides.

Spouse means the husband or wife of the head who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Child (minor) relationship is determined only by: birth, adoption, a court order establishing custody, or a legal order from the social service agency.

A family does not include:

- A group of unrelated persons living together (friends, etc.)
- An additional family to the household, I.e. a sister and her children, etc.
- A housekeeper or live-in aide
- Foster children and/or foster adults

Each family must identify the individuals to be included in the family at the time of application, and must notify PRHA if the family's composition changes within 10 business days.

Family Break up

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.

In the absence of a judicial decision or an agreement among the original family members, PRHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, PRHA will take into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation in accordance with this ACOP
- Any possible risks to family members as a result of criminal activity
- The recommendations of social service professionals

Remaining Family Member

A remaining family member is defined by HUD and previously approved by PRHA to live in the unit as a household member. Live-in aides, foster children and foster adults do not qualify as remaining family members. Any remaining family member must submit a written request to PRHA to become the head of household.

If the head of household dies or leaves the unit for any reason other than PRHA termination of tenancy, continued occupancy by remaining household members is permitted only if:

- The household reports the departure (or death) of the head of household in writing within 10 days of the occurrence (this requirement also applies to family members who had been considered temporarily absent, who are now permanently absent);
- There is still at least one member who was listed on the lease for the apartment.
- There is at least one person who can pass screening and is either an adult or an emancipated minor capable of executing a lease;
- The new head signs a new lease;

A special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder. PRHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for a period of six months.

PRHA may permit an adult not on the lease, to be a new head of household after the death or departure of the original head of household. This would usually occur when the only family members remaining in the apartment are children, who otherwise would have to leave the apartment. PRHA will complete, and the HOH must pass, eligibility screening on the new head of household.

The remaining spouse or co-head will be held responsible for arrearages incurred by the former head or spouse. PRHA may establish a payment plan with the new head of household, especially where there could be an eviction due to delinquent amounts incurred by the former head. PRHA will not hold remaining family members (other than the co-head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18. PRHA will not hold remaining family members under age 18 for rent arrearages incurred by the former head of household.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. A family may have a spouse or co-head but not both. The co-head is the individual in the household who is equally responsible for the lease with the head of household. A co-head never qualifies as a dependent.

Joint Custody

Children who are subject to a joint custody agreement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the admission or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, PRHA will

make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

Verification that all the children in the family are related to the head of household is needed to ensure that the family is not claiming children who will not actually reside in the unit in order to qualify for a larger size unit. Such verification can document the relationship: blood (birth certificate), adoption (legal adoption records), court awarded custody (court documents). Foster children or adults (state placement agency) can also be permitted to live in a unit.

A person other than a parent claiming custody of a child must have legal guardianship or has court-awarded custody or temporary court awarded legal custody of the child before they can be added to the family composition.

Mixed Family

A family must have at least one member who is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

5.3 Citizenship Requirements

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and PRHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. Verification of non-citizens having temporary status will need to be re-verified prior to the expiration date. [[24 CFR 5.508\(g\) \(5\)](#)]

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors. PRHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will be required to provide additional documentation such as a birth certificate. HUD may modify regulations to require that the

citizenship status of all residents be verified. If this regulation is implemented, PRHA will require that the birth certificate or other government issued verification of citizenship status be provided for all family members.

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals. The documentation required for eligible non-citizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. The following table summarizes documents family members must provide.

SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS	
All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PRHA. Except for persons 62 or older, all noncitizens must sign a verification consent form. Additional documents are required based upon the person’s status.	
Elderly Noncitizens A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.	
All other Noncitizens Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.	
FormI-551 Alien Registration Receipt Card (for permanent resident aliens) FormI-94 Arrival-Departure Record annotated with one of the following: “Admitted as a Refugee Pursuant to Section 207” “Section 208” or “Asylum” “Section 243(h)” or “Deportation stayed by Attorney General” “Paroled Pursuant to Section 221 (d)(5) of the USCIS”	FormI-94 Arrival-Departure Record with no annotation accompanied by: A final court decision granting asylum (but only if no appeal is taken); A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90); A court decision granting withholding of deportation; or A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
FormI-688 Temporary Resident Card annotated “Section 245A” or Section 210”.	FormI-688B Employment Authorization Card annotated “Provision of Law 274a.12 (11)” or “Provision of Law 274a.12”.
A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register	

5.4 Social Security Number Disclosure

[24 CFR 5.216, PIH Notice 2010-3 and HUD's Streamlining Rules](#)

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

PRHA will deny the eligibility of an applicant if the SSN for all family members are not provided in accordance with 24 CFR 5.216.

5.5 Determining Annual Income

Definition of Income

Link: [24 CR 5.609](#)

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. PRHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. Once annual income has been established HUD regulations require PRHA to subtract from annual income any of five mandatory deductions for which a family qualifies in order to determine adjusted income.

This policy defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with [24 CFR Part 5, Subpart F](#) and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now give PHAs broader flexibility. PRHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period prior to admission or the annual reexamination effective date, exclusive of income that is temporary, non-recurring, or sporadic, or is specifically excluded from income by federal statute. Annual income is determined by calculating the family's anticipated total or gross income minus allowable exclusions. PRHA must convert all income to an annual figure to complete rent calculations. Annual income includes but is not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or

amortization of capital indebtedness will not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the business;

- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the property;
- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
- All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any household member;
- Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of household members; and
- All regular pay, special pay, and allowances of a household member in the Armed Forces

EID Income Policy

Link: [24 CFR 960.255](#)

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

This disallowance applies only to family members already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage. Some portion of the period of the employment may have occurred prior to the member becoming a resident.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program.
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six

months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Calculation of EID for a family member begins with a comparison of the member's current income with the prior income. PRHA defines prior income as the family member's last certified income prior to qualifying for the EID. The family member's prequalifying income remains constant throughout the period that he/she is receiving the EID. During the initial 12-month exclusion period 100% of any increase in income from new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive. The initial EID exclusion period will begin on the first of the month following the date a family member is first employed or experiences increased earnings. During the second 12-month exclusion period the exclusion is 50% of any increase in income from employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Residents who qualify for the EID benefit on or after the date that this ACOP is approved will receive the benefit for 24 straight months, in accordance with [24 CFR 960.255 and HUD's streamlining rules](#). Residents who are currently receiving the EID benefit may receive the benefits for 24 months over a 48 month period. For residents covered by the 48 month EID provisions, the eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance. During the 48-month eligibility period, the PHA will conduct an interim re-examination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

PRHA will apply the following for EID:

Once a family member is determined to be eligible for the EID, the 24-calendar month period starts;

- If the family member discontinues the employment that initially qualified the family for the EID, the 24-calendar month period continues;
- During the 24-calendar month period, EID benefits are recalculated based on changes to family member income and employment (no change from current practice);
- During the first 12-calendar month period, a PHA must exclude all increased income resulting from the qualifying employment of the family member. After the first 12-calendar month period, the PHA must exclude from annual income of the family at least 50 percent of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (i.e., the family member's baseline income);
- The EID benefit is limited to a lifetime 24-month period for the qualifying family member;
- At the end of the 24 months, the EID ends regardless of how many months were "used."

Applicability to Child Care Expense Deductions

The amount deducted for childcare necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction in the case of the deduction that is allowed due to employment.

Applicability to Disability Expense Deductions

The amount deducted for disability expense deduction that is necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for the disability expense deduction.

Applicability to Families that Receive both Child Care Expense and Disability Deductions

The amount deducted for both childcare and disability expense deductions necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction and disability expenses combined in the case of the deduction that is allowed due to employment.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

- Date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income
- Date(s) earned income ended and resumed during the initial cumulative 12- month period of exclusion (if any)
- Date the family member has received a total of 12 months of the initial exclusion
- Date the 12-month phase-in period began
- Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)
- Date the family member has received a total of 12 months of the phase-in exclusion
- Ending date of the EID benefit (48-month (four year) disallowance period or 24-month (two year) disallowance period)

It is a PRHA policy decision to conduct an interim reexamination for income increases for the purpose of calculating the earned income disallowance.

PRHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

Alimony and Child Support

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, PRHA will use the amount that is determined to be received by the family. To substantiate the lower amount, the family must provide one of the following:

- Verification from the agency responsible for enforcement or collection, or
- Documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or enforcement or collection action filed through an attorney.

Regular Contributions and Gifts

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. Any contribution or gift received every two months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

If the family's expenses exceed their known income, PRHA will make inquiry of the family about regular contributions and gifts.

5.6 Assets

An asset is an item of value that can be converted into cash, and may or may not earn income.

Annual income includes income amounts derived from assets to which the family has access. Assets include, but are not limited to checking and savings accounts, investment accounts, equity in real property, personal property held as an investment, whole life insurance policies, and assets disposed of for less than fair market value.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to PRHA to show why the asset income determination does not represent the family's anticipated asset income.

If the Household has net assets in excess of \$5,000, annual income will include the greater of the actual income derived from all assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

PRHA will obtain third-party verification of all family assets upon admitting a family to the public housing program. For families with less than \$5,000 in net assets, PRHA will re-verify assets every three (3) years. During the intervening annual reexaminations, PRHA will accept a family's certification that it has total net assets under \$5,000.

PRHA will conduct third party verifications of assets annually when the family assets are \$5,000 or more. PRHA will also conduct third party verifications of all assets for any new family members that are added to the household.

PRHA will use the most recent bank statement for assets using the current balance.

Joint Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, PRHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, PRHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, PRHA will prorate the asset evenly among all owners.

Disposed Assets

PRHA must count assets disposed of for less than fair market value during the two years preceding the date of divestiture. PRHA will count the difference between the market value and the actual payment received for less than market value in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

PRHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$5,000. If the total value of assets disposed of within the two-year period is less than \$5,000, they will not be considered an asset.

5.7 Lump Sum Payments

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income, but may be included in assets, if the amount has been invested in an allowable asset.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining that is invested will be considered an

asset.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

- PRHA uses a calculation method that calculates retroactively or prospectively depending on the circumstances.
- PRHA will calculate prospectively if the family reported the payment within 10 business days and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be considered at the time of the next annual recertification. If the payment is not reported on a timely basis, the entire lump-sum payment will be added to the annual income at the time of the interim.

PRHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year). At the next annual recertification, PRHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income. The lump sum will be added in the same way for any interims that occur prior to the next annual recertification

Retroactive Calculation Methodology

PRHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

PRHA will determine the amount of income for each re-examination period, including the lump sum, and re-calculate the resident rent for each re-examination period to determine the amount due PRHA.

At PRHA's option, PRHA may enter into a repayment agreement with the family the amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney's fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

5.8 Excluded Income

Link: [24 CFR 5.609\(c\)](#)

The following are types of excluded income:

- Income from employment of children (including foster children) under the age of 18 years
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);

- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received in the following circumstances:
 - From training programs funded by HUD,
 - Amounts received by a person with a disability That are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS),
 - Amounts received by a resident 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;
 - Amounts received under a resident service stipend; and
 - Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff.
- Temporary, nonrecurring or sporadic income (including gifts);
- 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;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- 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;
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs

That includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

5.9 Deductions from Income

Link: [24 CFR 5.611](#)

Anticipating Expenses

If it is not feasible to anticipate income for a 12-month period, PRHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. For family members who work for only part of the year and who may or may not receive unemployment compensation during periods of unemployment (such as school employees), income will be annualized and will not be changed during the year.

Subject to final rulemaking by HUD, PRHA may base annual income on past actual income received or earned within the last 12 months of the determination date when the family reports little or no income and PRHA cannot determine annual income due to fluctuations in income (e.g., seasonal or cyclical income).

Medical and Dental Expenses

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income. [\[24 CFR 5.611\(a\) \(3\) \(i\)\]](#)

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted. HUD regulations define medical expenses at [24 CFR 5.603\(b\)](#) to mean “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.” The most current [IRS Publication 502, Medical and Dental Expenses](#), will be used to determine the costs that qualify as medical expenses.

Disability Assistance Expenses

Reasonable expenses for attendant care for a disabled family member and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work. [\[24 CFR 5.603\(b\) and 24 CFR 5.611\(a\) \(3\) \(ii\)\]](#). The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied. The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, PRHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When PRHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes [[Public Housing Guidebook, p. 124](#)].

Expenses incurred for maintaining or repairing an auxiliary apparatus is eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

Payments to a member of a resident family are not eligible disability expenses. [[24 CFR 5.603\(b\)](#)]. However, expenses paid to a relative who is not a member of the resident family may be deducted if they are not reimbursed by an outside source.

Child Care

HUD defines child care expenses at [24 CFR 5.603\(b\)](#) as "amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income."

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household. However, child care expenses for foster children

that are living in the assisted family's household are included when determining the family's child care expenses.

PRHA may require documentation of expenses. PRHA has the discretion of accepting the following documentation:

- Notice from Child care provider on letter head
- Notarized statement of expenses with copies of money orders if applicable
- Notice from Department of Social Services of expenses
- Receipts of child care expenses

Allowable Child Care Activities and Expenses

For school-age children under 13 years of age, costs attributable to public or private school activities during standard school hours are not considered allowable child care expenses. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [\[24 CFR 5.603\(b\)\]](#). The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

The type of care to be provided is determined by the resident family. PRHA will not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care. Child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible. The costs of general housekeeping and personal services are not eligible.

The family must identify the family member(s) enabled to pursue an eligible activity. The term eligible activity in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request for a deduction, PRHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, PRHA will use the schedule of child care costs from the local welfare agency. Families may present, and PRHA will consider, justification for costs that exceed typical costs in the area.

Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, PRHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

5.10 Anticipating Income

- When PRHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), PRHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.
- In such cases, PRHA will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and how PRHA anticipated income.
- Any time current circumstances are not used to project annual income, the decision will be documented in the file. In all such cases the family may present information and documentation to PRHA to show why the historic pattern does not represent the family's anticipated income.

Future Changes

- If PRHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.
- The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family.

- In such cases PRHA will calculate annual income using current circumstances and then require an interim re-examination when the change actually occurs. This requirement will be imposed even if PRHA's policy on re-examinations does not require interim re-examinations for other types of changes.
- When resident-provided third-party documents are used to anticipate annual income, they will be dated within 60 days of the documentation request.

5.11 Criminal Background Policy

Links: [24 CFR 5.903](#); [24 CFR 5.905](#); [24 CFR 960.204](#)

PRHA will perform criminal records checks at application for all adult household members (defined as 18 years of age or older), when a minor turns 18 or when adding an adult member to the household. PRHA will also conduct criminal records checks at reexamination (on household members 18 years or older) or when it has come to the attention of PRHA, either from local law enforcement or by other means, that an individual has engaged in the destruction of property, engaged in violent activity against another person, drug-related activity, or other criminal activity, or has interfered with the right to peaceful enjoyment of the premises of other residents or agency employees. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration background checks on an annual basis. In addition to screening adult members of the applicant's household, the criminal background screening includes juvenile members of the applicant's household to the extent allowed by state and local law. PRHA may use the [Dru Sjodin National Sex Offender Database](#) or other available databases available through their local law enforcement agencies to verify criminal history information.

The criminal background checks will also determine if an applicant, or a member of an applicant's household, is subject to a lifetime registration requirement under any State sex offender registration program. Criminal background checks must be performed in Virginia, and for states where the applicant or members of the applicant's household have resided. As such, applicants for admission into PRHA must provide a complete list of all states in which the household members have resided. Additionally, PRHA must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime sex offender registration requirement in any state. If any applicant family member is required to register as a sex offender will result in the disapproval of the applicant family's application. If any household member is subject to lifetime sex offender registration in any state, the family will have an opportunity to remove the ineligible member from the household.

5.12 Suitability Screening

It is the policy of PRHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its residents.

Applicants requesting to be admitted into public housing operated by PRHA will be determined to not be suitable if they exhibit any of the disqualifying criteria defined below. Each family member must be determined suitable on an individual basis.

Fail to meet any one or more of the eligibility criteria;

1. Fail to complete any aspect of the application or lease-up process;
2. A household member has a criminal history that includes crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property.
 - a. The household may remove any members who would be determined ineligible based on these criteria, and retain their suitability based on this factor alone.
 - b. The household may be admitted if the individual(s) who engaged in drug-related criminal activity have successfully completed a supervised drug rehabilitation program approved by PRHA.
3. Have engaged in or threatened abusive or violent behavior towards any PRHA staff, program participant or resident.
4. Applicant conduct during the application process, failure to follow processing procedures or conduct while visiting or residing in public housing. Such conduct can include any applicant family member not being sober, being abusive to PRHA staff or to others, damaging PRHA property, disruptive to PRHA business operations, to the community, and/or residents.
5. Home visits may be made by Authority staff for the purpose of evaluating housekeeping, living conditions, property damage, etc. or statements from shelters.
6. The family is unable to obtain utilities in the name of one or more adult family members.
7. PRHA has reasonable cause to believe that a household member's involvement in gang activity in the past five years may threaten the health, safety, or right to peaceful enjoyment by other participants or tenants. The applicant/tenant shall be ineligible to re-apply for seven (7) years from the date of application review.
8. An applicant will be denied admission if any verification and documentation reveals that any of the below listed categories are applicable to them. However, those applicants experiencing borderline problems with rent payment, domestic matters, school attendance, housekeeping, etc., will be provided an opportunity for counseling to correct the problem. Favorable consideration shall be given based upon successful participation. Except where noted, disapproved applicants will be eligible to re-apply for admission after three (3) years from the date of the negative occurrence. Individual circumstances will be the basis for determining the time period for reapplying.
 - a. Misrepresentation, Non-Compliance with Rental Agreements and Program Requirements, - Includes evidence of any failure to comply with the terms of rental agreements at current or prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations. Includes non-compliance with PRHA application process or other program requirements wherein non-compliance resulted in sanctions, terminations

or other serious outcomes. Includes non-compliance with school truancy standards. Includes applicants living in Public Housing or Section-8 housing illegally.

- b. Unsatisfactory Rent Paying History - A consistent, severe or recent history (the most recent 12-month period) of deficiencies in rent payment which indicates that the family would be unable (or would fail) to pay rent for the apartment and other expenses relating to occupancy. In the absence of any rental history, timely payment of other obligations will be utilized as evidenced by a credit report. Borderline applicants will be required to submit repayment agreements for the most recent judgments(s) and/or current outstanding balance and participate in financial counseling. Families will not be admitted until outstanding balances are paid in full and the successful completion of a budgeting counseling class.
 - i. Disapproved applicants will be eligible to re-apply for admission after one (1) year from date of disapproval. A one (1) year satisfactory rent payment history will be required for future approval wherein the applicant paid rent under a lease agreement for the actual rental dwelling.
- c. Disturbance of Neighbors, Destruction, of Property or Other Disruptive or Dangerous Behavior of Any Family Member regardless of Age - Includes behavior or conduct which adversely affects the safety or welfare of other persons by physical violence. Such violence may be the basis for the applicant to provide a notarized statement indicating that the violent individual will not be granted guest privileges by the applicant while residing in public housing. Also gross negligence or irresponsibility, which damages the equipment or premises in which the family resides, or which is disturbing or dangerous to neighbors, or disrupts normal family and community life. Information from private sources, or police "Calls for Service," etc. will be evaluated on a case-by-case basis. Favorable consideration shall be given if negative information applies to a particular community based upon particular circumstances.
- d. Unsanitary or Hazardous Housekeeping - Includes a prior history of creating any health or safety hazard through acts of neglect and causing or permitting any damage to or misuse of premises and equipment, if the family is responsible for such hazard, damage or misuse; causing or permitting infestation, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances and equipment within a dwelling unit, or failing to maintain such in good and clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises.
 - i. In cases where a qualified agency is working with the family to improve housekeeping and the agency reports that the family shows potential for improvement, decisions as to eligibility shall be reached after recommendation by such agency. This category does not disqualify families whose housekeeping is found to be superficially lacking in orderliness,

where such conditions do not create a health and safety problem, do not result in damage to or deterioration of the premises and do not adversely affect the peaceful occupancy of nearby dwelling units.

- ii. Disapproved applicants will be eligible to re-apply for admission after 1 year from date of disapproval and must demonstrate that they have cared for a unit successfully for at least six months
- e. The applicant fails to keep a scheduled interview or leasing, fails to have money at lease reading or fails to respond to the Authority concerning information that is necessary to process the application or request from PRHA to update information on their application.
 - i. Disapproved applicants will be eligible to re-apply for admission after 1 year from the date of the negative occurrence.
- f. Former Authority Residents with Unfavorable Recommendations - Any applicants applying for re-admission to PRHA housing, or who was a former public housing, Indian housing, Section 23, or Section 8 resident of any Authority, shall be disapproved for admission due to documented unfavorable recommendations.
- g. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection of housing and will be ineligible to reapply for a period on 1 year from date of application review.
- h. Applicants who have withdrawn from the Authority's waiting list, or have turned down one or more offers of housing during the past year will be determined ineligible for admission to the PH programs and will be ineligible to reapply for a period on 1 year from withdrawal or rejection of housing.
- i. A previous Public Housing tenant is ineligible to reapply for the Public Housing program for a period of five years after move-out date if the applicant was terminated/evicted or proposed for termination/eviction.
- j. A previous HCV participant tenant is ineligible to reapply for the Public Housing program for a period of five years after move-out date if the applicant was terminated/evicted or proposed for termination/eviction.
- k. A previous Public Housing Tenant is ineligible to apply for the HCV Housing program for a period of five years after move-out date if the applicant was terminated/evicted or proposed for termination/eviction.
- l. A person who was released from incarcerated is ineligible for a period of one year after released from incarceration;
- m. An individual on probation for criminal activity. Applicants will be ineligible to apply for admission 1 year after released from probation. Applicants may submit documentation of successful completion of rehabilitation program that is not a part of sentence requirements or probation.
- n. Applications will not be accepted from persons on PRHA debarment list. The debarment Policy and/or an Appeal Hearing will be the basis for determining the time period for reapplying.

- o. A household member with active warrants who fails to resolve their warrants within forty-five (45) days of notification from PRHA staff.
- p. Unacceptable Police Record-An unacceptable police record is one wherein the applicant or any member of the house hold has been convicted of a crime, within the time period specified below, or has a history of criminal activity that would jeopardize the health, safety and welfare of the community. An unacceptable juvenile record is one wherein the juvenile has one (1) conviction within the past twelve (12) months for crimes outlined in categories *a* through *d*, *h*, and *j*. Other convictions within the past twelve (12) months that fall within the remaining categories will be determined based upon the severity of the crime as indicated by the deposition.

RE-APPLY DATES ARE TO BE DETERMINED FROM THE DATE OF LAST CONVICTION.

Denial for Life-

- a. Includes a family or household member who has been convicted of manufacturing or producing methamphetamine on or off the premises of public housing and a family or household member who is subject to a lifetime registration requirement under a State or Federal sex offender registration program.
- b. Intent to Distribute Drugs or Other Controlled Substance-Includes evidence of conviction for trafficking or intent to distribute drugs or other controlled substance of any type other than alcohol.

Re-Apply	Disapproval
10 Years	One (1) conviction within ten (10) years from the date of application review
Permanent	Two (2) convictions

- c. Possession of Drugs-Includes evidence of conviction for possession of drugs or other controlled substance other than alcohol. Favorable consideration shall be given after eighteen (18) months upon a professional agency verifying in writing that such applicant has been rehabilitated. PRHA shall have sole discretion in determining satisfactory evidence.

Re-Apply	Disapproval
3 Years	One (1) conviction within three years from the date of application review.
5 Years	Two (2) or more convictions within five years from the date of application review.
10 Years	Four (4) or more convictions within ten years from date of application review.

- d. Illegal Sale of Alcohol, Possession, Drunk and/or DUI's-Includes evidence of alcohol abuse of which can constitute a danger of disrupting the peaceful occupancy of other tenants. Favorable consideration shall be given after eighteen (18) months upon a professional agency verifying in writing that such applicant has been rehabilitated. PRHA shall have sole discretion in determining satisfactory evidence.

Re-Apply	Disapproval
----------	-------------

1 Year	One conviction within the past year of application review.
2Years	A combination of or two (2) of the above convictions within the past two years from the date of application review.
Permanent	Three (3) DUI's or any combination of the above convictions within seven (7) years from date of application review.

- e. Brandishing and/or Discharging a Firearm-Concealed Weapon-Such convictions include evidence of conduct which constitute a danger of disrupting the peaceful community of other tenants and endangering their welfare.

Re-Apply	Disapproval
5 Years	One (1) conviction within thepast five years from the date of application review.
10 Years	Two (2) convictions within the past ten years from the date of application review.

- f. Assault, Battery and/or Bomb Threats; Arson, Damaging Property; Includes evidence of acts of violence or of any other conduct which constitute a danger of disrupting the peaceful occupancy of the community.

Re-Apply	Disapproval
3 to 10 Years	Can include one (1) to ten (10) conviction from the date of application review. Number of convictions will also be the basis for determining the time period (from the date of last conviction) for reapplying with minimum disapproval being three (3) Years.

- g. Disorderly Conduct-Soliciting; Indecent Exposure; Urinating in Public; Immoral Conduct of Any Type- Includes evidence of acts of violence or of any other conduct, which constitutes a danger of disrupting the peaceful occupancy of the community.

Re-Apply	Disapproval
3 to 5Years	Three (3) convictions within the past three years from the date of application review. Such disapproval will be based upon individual circumstances relating to each conviction and will also be the basis for determining the time period (three or five years from last conviction) for re-applying.

- h. Fraud-Includes all convictions for fraud/bribery or any other corruption regardless of the circumstances.

Re-Apply	Disapproval
3 Years	One (1) conviction within the past three (3) years. Eligibility to re-apply for housing also includes restitution.

- i. Crimes of Violent Behavior, Murder, Attempted Murder, 2nd Degree Murder, Felonious Assault, Breaking and Entering, Rape, Incest, Child Molestation or Sexual Deviation - Includes any violent criminal activity that includes the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or

property damage. Includes crimes of violence which would constitute a danger to the community including indecent exposure, sodomy, carnal abuse, impairing the morals of a minor or similar crimes indicting sexual deviation.

Re-Apply	Disapproval
10 Years	One (1) conviction within the past ten years from the date of application review.
Permanent	Two convictions will constitute permanent disapproval.

- j. Forging-Concealment and Uttering; Altering Prices; Shoplifting, Theft and Larceny. Includes convictions for one or a combination of the above crimes.

Re-Apply	Disapproval
3 or 5 Years	Four (4) or more convictions within the past three years from the date of application review.

- k. Other Felonies-Includes convictions for all other types of felonies.

Re-Apply	Disapproval
3 Years	One conviction within the past three years from the date of application review.
5 Years	Two (2) convictions within the past five years from the date of application review.
10 Years	Three (3) convictions within the past ten years from the date of application review.
Permanent	Four (4) or more felony convictions constitute permanent disapproval.

- l. Other Misdemeanors-Includes convictions for all other types of misdemeanors.

Re-Apply	Disapproval
3 Years	Two (2) convictions within the past three years from the date of application review.
5 Years	Three (3) convictions within the past five years from the date of application review.
10 Years	Four (4) convictions within the past ten years from the date of application review.

- m. Juvenile Felonies

Re-Apply	Disapproval
5 Years	Three (3) or more felonies within the past two (2) years from date of application review.

An unacceptable juvenile record is one where in the juvenile has one (1) conviction within the past twelve (12) months for crimes outlined in categories *a* through *d*, *h* and *j*. Other convictions within the past twelve (12) months that fall within the remaining categories will be determined based upon the severity of the crime as indicated by the categories.

Satisfactory evidence of rehabilitation may include the following:

- Evidence of completion of an appropriate substance abuse rehabilitation program and no additional involvement in such behavior for one (1) year.
- Results of current drug testing, showing no positive test results for at least one (1) year.
- Certification of completion of any relevant behavior modification/counseling course.
- Reports and/or letters from social service agencies or case managers who have been working with the resident for the past twelve (12) months.
- The applicant may provide any other written documentation from any reliable source that maybe deemed appropriate for determination of eligibility. PRHA shall have sole discretion in determining what constitutes adequate and credible documentation.

Prior to making a determination of ineligibility due to criminal history, PRHA will notify the household of the proposed action to be based on the information and must provide the subject of the record and the applicant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information.

If a family is removed from the waiting list because PRHA has determined the family is ineligible for assistance due to criminal activity, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding PRHA'S decision.

Screening Applicants Who Claim Mitigating Circumstances

If negative information is received about an applicant, PRHA shall consider the time, nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered mitigating circumstance must be verifiable. Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that when verified, indicate:

1. The reason for the unsuitable rental history and/or behavior.
2. The reason for the unsuitable rental history and behavior is no longer in effect or is under control and applicant's prospect for lease compliance is an acceptable one, justifying admission.
3. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

Mitigating Circumstances

PRHA will require any applicant who asserts that mitigating circumstances related to a change in disability, medical condition or treatment to provide verification that he or she has applied for SSI, VA or SSA or appealed a denial of such benefits.

PRHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation

5.13 Eligibility Determination

Eligibility Interview

PRHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PRHA services or programs that may be available.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship. PRHA will make every accommodation to ensure that all household members complete required verifications.

The head and spouse are both required to attend the interview. If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within five (5) calendar days to review the information and to certify, by signature, that all of the information is complete and accurate.

Rescheduling the Interview

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses two (2) scheduled meetings, the Authority will reject the application. Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than five (5) calendar days from the original appointment date. The request must be made to the staff person who scheduled the appointment. If an applicant fails to appear for their interview without prior approval of the Authority, their application will be denied unless they can provide acceptable documentation to the Authority that an emergency prevented them from calling.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with the permission of the person with a disability.

Eligibility Notification

After verification of the information provided and prior to selection, the application will be reviewed for compliance with the Authority's Selection Criteria. If the applicant is found to be eligible for admission, he or she shall be notified by mail.

If the applicant is found to be ineligible, he or she will be notified and provided with the basis for the ineligibility determination. The applicant will be provided an opportunity for an informal hearing on the matter to be conducted by the Appeals Officer for housing operations.

5.14 Leasing

Unit Offers

Unit offers will not be made until the applicant has submitted all required documentation and is determined eligible for the program. PRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

The applicant will be offered the first available unit. If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

Applicants must accept or refuse a unit offer within 3 business days of the date of the unit offer.

Offers made by telephone will be confirmed by letter.

Accessible Unit Offers

PRHA has units designated for persons with mobility, sight and hearing impairments referred to as accessible units. Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit.

When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, PRHA will offer the unit to a non-disabled applicant. When offering an accessible unit to a non-disabled applicant, PRHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement is a provision of the lease agreement.

A current resident will receive one (1) offer of an accessible unit before his/her name is removed from the Reasonable Accommodations Waiting List.

An applicant will receive two (2) offers of accessible units before his/her name is removed from the Public Housing Waiting List.

Rejecting the Unit

If an applicant receives an offer of housing and rejects the offer without good cause, PRHA will remove the applicant from the Waiting List. PRHA will notify the applicant in writing and will inform the family of their right and the process to request an informal hearing. The applicant may re-apply for assistance is the waiting list if open. If the waiting list is not open, the applicant must wait to reapply until PRHA opens the waiting list.

Applicants may refuse to accept one unit offer for good cause. Good cause includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

PRHA will require documentation of good cause for unit refusals.

Leasing Orientation

After unit acceptance but prior to occupancy, a PRHA representative will provide a lease orientation to the family. The head of household is required to attend. The orientation may be conducted with more than one family and will include the orientation agenda and leasing documents.

PRHA will discuss and explained to all families: Applicable deposits and all other charges, Review and explanation of lease provisions, Unit maintenance requests and work orders, PRHA's interim reporting requirements, Review and explanation of occupancy forms, Community service requirements, Family choice of rent, VAWA protections

Lease Provisions

Link: [24 CFR 960, Subpart A](#)

The following provisions govern lease execution and amendments:

- The lease must be executed by the resident and PRHA.
- The lease shall be signed by the head, spouse, and all other adult members of the family and by the Executive Director or other authorized representative of PRHA, prior to actual admission
- At the time of leasing the new resident will receive a copy of [PRHA Dwelling Lease](#), which includes a Pet Policy, Mold Addendum, Maintenance Charges, and Bed Bug Addendum, Notice of Rights under VAWA, a copy of the PRHA's grievance procedure, a copy of "Is Fraud Worth It?" (form HUD-1141-OIG), A copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19, and Rules and Regulations.
- If a resident transfers from one PRHA apartment to another, a new lease will be executed for the dwelling into which the family moves.
- The lease must state the composition of the household as approved by PRHA (family members and any PRHA-approved live-in aide).

- Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to PRHA assistance. The live-in aide is only approved to live in the apartment while serving as the attendant for the participant family member.

Revising the Lease

PRHA will give residents 30 days advance notice of the proposed changes to the lease and an opportunity to comment on the changes. [[24 CFR 966.3](#)].

After proposed changes have been incorporated into the lease and approved by the Board, each family will be notified at least 30 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy. [[24 CFR 966.4](#)]

If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: [[24 CFR 966.4](#)]

- A new lease agreement will be executed, or
- A "Lease Amendment Letter" will be executed, or
- An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the CEO or other authorized representative of PRHA.

The lease will be amended to reflect all changes in family composition.

Schedules of special charges, rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [[24 CFR 966.5](#)].

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [[24 CFR 966.5](#)].

When PRHA proposes to modify or revise schedules of special charges or rules and regulations, PRHA will post a copy of the notice in the central office, and will mail a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

Security Deposit

The resident shall pay a security deposit at the time of leasing. The security deposit is \$200.00. The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by the PHA. PRHA residents will not be required to pay additional security deposits above this amount.

PRHA will use the Security Deposit at the termination of the lease to pay the cost of any rent or any other charges owed by resident at the termination of this lease or to reimburse PRHA for the cost of repairing any intentional or negligent damages to the dwelling apartment caused by Resident, Household members or guests. PRHA will not use the Security Deposit to pay rent or other charges while the resident occupies the dwelling apartment.

PRHA will not refund the Security Deposit until the resident has vacated and PRHA has inspected the dwelling apartment.

PRHA will return the security deposit (if due to the resident), within 45 days after the resident moves out less any deductions for applicable costs. If any deductions are made, PRHA will furnish the resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

Families Transferring Between Properties

Security deposits will not be transferred from the sending development to the receiving development. Payment of a new security deposit will be required for all transfers. PRHA reserves the right to accept payment of the new deposit in installments. Any payment in installments will be handled in accordance with the policy for payment agreements as outlined in Section 10.5 of this ACOP.

When a family transfers from one unit to another, the PHA will not transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the "old" unit.

From property to property a new security deposit will be required.

Move-out charges will be posted to the previous unit. Any remaining balance in the previous unit will be applied to the security deposit in accordance with the policy for security deposits at termination as outlined in Chapter 8 – Leasing. The office of the receiving development is responsible for collecting any charges due PRHA.

A tenant requesting to transfer will not be considered for the transfer with an outstanding balance of their account. If transfer is mandatory due to the PHA the tenant has 30 days to pay the outstanding balance in full or sign a repayment agreement.

5.15 Rent and Other Charges

Rent Changes

If a family's resident rent changes, PRHA will notify the family of the new amount and the effective date by sending written notification.

If the family causes a delay in processing the annual/interim reexamination, *increases* in the tenant rent will be applied retroactively, to the scheduled effective date of the annual/interim reexamination.

The family will be responsible for any underpaid rent and may be offered repayment agreement. In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date.

If the family causes a delay in processing the annual/interim reexamination, *decreases* in the tenant rent will be applied prospectively, from the first day of the month following completion of the reexamination/interim processing.

Delays in reexamination/interim processing are considered to be caused by the family if the family fails to provide information requested by PRHA by the date specified, and this delay prevents PRHA from completing the reexamination/interim as scheduled.

A repayment agreement may be offered for the first offense failing to report income timely, the second offense may be grounds for lease termination.

Excess Utility Charges

Residents in units where PRHA pays the utilities will be charged for excess utilities. This charge shall be applied as specified in the lease. Residents that are paying flat rent and live in units that are individually metered will be charged for the excess utilities used above the allowable level.

Maintenance Charges

When applicable, families will be charged for maintenance and/or damages according to PRHA's current schedule of maintenance charges. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Notices of maintenance charges, damage(s) and other charges will be mailed monthly on the rent statement. Payment(s) are due on the first of the month following the notice of the charge, provided that the resident has had at least two weeks' notice.

Trash collection/Cleaning Charge – If Resident fails to dispose of recyclable materials, ashes, garbage, trash, debris, rubbish or any other waste from the Resident's premises or yard (if applicable), Resident shall be subject to charge for each occurrence. This also includes failure to

place trash cans in the appropriate location. Repeated violation is a serious lease violation and this lease may be terminated.

Nonpayment of maintenance and damage charges is a violation of the dwelling lease and is grounds for eviction.

Late Fees and Nonpayment

Link: [24 CFR 966.4\(b\)\(3\)](#)

At the option of the PHA, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].

The lease must provide that late payment fees are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

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

In addition, if the resident fails to make payment by the end of office hours on the fifth day of the month, a late fee of \$25.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, PRHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$25.00 will be charged to the family. The fee will be due and payable 14 days after billing and charged a \$25 late fee.

5.16 Visitors/Guests

Visitors (also known as guests) are permitted in a dwelling unit as long as they have no previous history of behavior on PRHA premises that would be a lease violation. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision may be grounds for termination of the lease.

Residents are responsible for the conduct of their visitors. Visitors who engage in behavior that violates the lease, such as activity that threatens the peaceful enjoyment of the premises by other residents or drug related or violent criminal activity subject the resident to lease termination and eviction.

*A visitor may visit for a total of 30 days in any twelve month period. The thirty day maximum need not be consecutive. Visits of less than three days need not be reported to or approved by the Property Manager. Visits of more than three days, but less than thirty days are permitted, provided they are reported to the Manager within the initial three days. Visitors remaining beyond this 30 day period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

PRHA will require documentation of the medical need. Family member must be approved by PRHA.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above See 3-I.J

Residents will not be given permission to allow a former resident of any federally assisted housing program who has been evicted to occupy the apartment for any period of time. Violation of this requirement is grounds for termination of the lease.

Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.

5.17 Pet Policy

PHAs have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains PRHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of PRHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of PRHA.

PRHA pet policy establishes clear guidelines for ownership of pets and ensures that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

In accordance with Section 526 of the [Quality Housing and Work Responsibility Act of 1998 \(QHWRA\)](#), Petersburg Redevelopment and Housing Authority (PRHA) hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in PRHA owned properties.

A common household pet, for the purposes of PRHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own and keep fish or birds in accordance with the dwelling lease.

Residents may own up to two pets. If a pet owned by the resident is a dog or cat, (or other four-legged animal), a second pet must be one that can be contained in a cage or an aquarium for fish. Each bird or other animal, other than fish, shall be counted as one pet.

PRHA's Pet Procedures are stated in PRHA Pet Procedure.

Assistance (Service) Animals Policy

Links: [Section 504 of the Fair Housing Act \(42 U.S.C.\); 24 CFR 5.303; 24 CFR 960.705](#)]

Animals that are needed as a Reasonable Accommodation for persons with disabilities are not considered pets and thus are not subject to PRHA's pet policies other than approval, care and handling requirements delineated herein [[24 CFR 5.303; 24 CFR 960.705](#)]. PRHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit PRHA's developments and dwelling units. The exclusion applies to animals that reside in developments for the elderly or persons with disabilities. PRHA must grant this exclusion if the following is provided:

1. The resident or prospective resident verifies that they are persons with disabilities by completing PRHA's reasonable accommodation process.
2. The animal has been trained to assist persons with the specific disability (example, Seeing Eye dog); and
3. The animal actually assists the person with a disability.

Distinction is hereby given to "companion animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "companion animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted [[24 CFR 5.303; 28 CFR 36.104](#)].

Assistance animals – often referred to as “service animals”, “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following: [[Section 504 of the Rehabilitation Action of 1973: Fair Housing Act \(42 U.S.C.\); 24 CFR 5.303](#)]

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability- related need for such support

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person’s disability and his or her need for the animal [[PH Guidebook, p. 179](#)]. When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing PRHA’s reasonable accommodation process.

PRHA will not refuse to allow a person with disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs assistance or provides the benefit needed by the person with the disability [[PH Guidebook, p. 179](#)].

PRHA will require verification that the applicant is a "qualified individual with disabilities" as defined by [24 CFR 8.3](#) and that the animal is necessary in coping or assisting with the disability.

PRHA may refuse to permit persons with a disability to use and live with an assistance animal that is needed to assist them if: [[PH Guidebook, p. 179](#)]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a Reasonable Accommodation; or
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others; or
- There is reliable objective evidence that the service and assistance animals are known to be dangerous or wild animals or have the proclivity to be dangerous. Upon receipt of verifications, PRHA will approve the animal.

Residents requiring more than one pet as either a "companion animal" or "service animal" must request the animal by completing PRHA’s reasonable accommodation process.

Residents must care for service/assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. Residents must ensure that service/assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit or property of other residents.

Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. PRHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

When a resident’s care or handling of a service animal or assistance animal violates these policies, PRHA can consider whether the violation could be reduced or eliminated by a reasonable accommodation. If PRHA determines that no such accommodation can be made, PRHA may withdraw the approval of a particular service or assistance animal.

Mandatory Rules for Residents with Pets

In accordance with [[24 CFR 960.707](#)], PRHA hereby sets forth the following rules for pet ownership in its conventional housing units:

Registration

1. The Resident must request and receive written formal approval from PRHA prior to bringing the common household pet, (hereinafter referred to as “pet”) on the premises. The pet request shall be made on the standard PRHA pet registration form.
2. Residents registering cats, dogs, or other four-legged animal, after receiving written approval for pet ownership, will be issued a sticker, a red “P,” to be displayed on the front door or window of the dwelling unit. Said sticker will identify the unit to PRHA staff or law enforcement officials as having Pet Addendum with the housing authority.
3. Registration of the pet shall include a photograph being taken by a PRHA representative and retained in the resident’s folder. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident’s dwelling unit.
4. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re- photographed for identification purposes.
5. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet.

6. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

Dogs

1. If the pet is a dog, it shall not weigh more than 25 pounds (fully grown) and shall stand no more than 15 inches in height from the front shoulder of the animal.
2. Must adhere to the breed restrictions in this policy
3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.
4. Doghouses located outside any dwelling unit are prohibited.

Cats

1. The weight of a cat cannot exceed ten (10) pounds (fully-grown).
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary. The contents of litter boxes shall not be flushed down the toilet or poured in the drain.
3. Must be spayed or neutered, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.

Spaying and Neutering

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on a PRHA approved form.

Birds

Residents are permitted to have a maximum of two (2) birds which must be enclosed in a cage at all times.

Fish

If the pet is fish, the aquarium must be ten gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over.

Rodents are not allowed.

Inoculations/Vaccinations

If the pet is a cat, dog, or other four-legged animal, it must have received rabies and distemper inoculations or boosters, and all other vaccinations as required by local and state law. Annually, the resident shall provide PRHA with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on the approved PRHA form.

Licensing

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The animal must always wear a license with owner's name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all pets, PRHA will require its residents to comply upon appropriate notice.

Sanitary Conditions

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste. These rules are as follows:

1. Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
2. Pet waste may be disposed in designated areas for the development (resident assigned trash receptacles or dumpsters).
3. Waste must be placed in a plastic bag, tightly secured and deposited in a trash receptacle or dumpster.
4. Poorly disposed waste will not be tolerated and will be subject to a \$25.00 charge per incident. Each time a pet owner fails to remove pet waste in accordance with this rule, a \$25.00 charge will be levied to the resident's account.
5. Conditions outlined in Cats (above), pertaining to cat waste shall also prevail.

General Pet Provisions

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Pets are not permitted on balconies.
3. Residents may have one dog or one cat plus one bird or one tank of fish. Resident agrees not to harbor, even temporarily, any more than a total of two house pets per unit.
4. Resident agrees not to harbor, even temporarily, any animal, dog and/or cat from outside PRHA, that is not registered with PRHA or that is prohibited under this policy. Visiting pets are not allowed.
5. Resident accepts full responsibility for itself and its Pet(s) and PRHA, its agents, officers, directors, current and former employees and all persons acting on PRHA's behalf shall not be liable for any claims, demands, damages, actions, liabilities of whatever kind or nature, including but not limited to, any claims for property damage, personal injury, death and

attorney's fees related to or resulting from the Pet's presence and/or activities on properties owned by PRHA.

6. PRHA, its agents, officers, directors, current and former employees and all persons acting on PRHA's behalf shall not be liable for any claims, demands, damages, actions, liabilities of whatever kind or nature, including but not limited to, any claims for property damage, personal injury, death and attorney's fees related to or resulting from the presence and/or activities of stray and/or abandoned animals on properties owned by PRHA.
7. Costs incurred by PRHA for extermination of fleas, ticks, and other animal related pests, will be deducted from the pet security deposit after either the pet is removed or the resident vacates. Residents are encouraged to use flea bombs to get rid of fleas and other animal-related pests on an "as needed" basis.
8. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. PRHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
9. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
10. The weight of all four-legged animals, other than dogs, cannot exceed 10 pounds with height not to exceed 15 inches from the front shoulder of the animal.
11. Pets may not be bred or used for any commercial purposes on PRHA property.

Control of Animal

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash no longer than five (5) feet and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. PRHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended on PRHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident shall whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the

expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

Unattended Pets

Pet(s) may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to PRHA staff that a pet has been left unattended for more than a twenty- four (24) hour period, PRHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

Prohibited Pets

PRHA will forbid the following kinds of animals from being kept as pets on any of its properties:

1. Akita, American Staffordshire Terrier, Chow, Doberman Pinscher, German Shepherd, Husky, Malamute, Pit Bull-type, Rottweiler, Sharpei, Staffordshire Bull Terrier or any species that qualifies as a “dangerous dog” as defined in §3.1-796.93:1 of the code of Virginia (collectively, “Prohibited Dogs”). Any animal that contains any of these breeds, as well as any unusual house pets, are prohibited. Any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of best (i.e. roosters for “cockfighting,” etc.) are prohibited. PRHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as “debarking.”
2. Exotic pets or barnyard animals are prohibited. Exception may be certain species of pigs utilized as bonafide “service animals”. (Snakes and reptiles are considered exotic pets.)
3. Animals who would be allowed to produce offspring for sale.
4. Wild animals, feral animals, and any other animals that is untamable to routine human handling.
5. Animals of species commonly used on farms.
6. Non-human primates.
7. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.
8. Pot-bellied pigs.
9. Snakes, lizards, spiders, chickens.
10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:
 - a. Any animals whose weight could exceed 25 pounds by adulthood.
 - b. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
 - c. Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
 - d. Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
 - e. Pigeons, doves, mynah birds, psittacosis birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.

PRHA reserves the right to require resident store move any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. PRHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

If PRHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets PRHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
2. State that the pet owner has twenty-one (21) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, PRHA shall establish a mutually agreeable time and place for the private conference but no later than ten (10) business days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and PRHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. PRHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

If the pet owner and PRHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of PRHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, PRHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

PRHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
2. The Pet Policy violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

PRHA may initiate procedures to remove a pet under [24 CFR 5.327](#) (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

Pet Fee and Deposit

PRHA requires a \$350 non-refundable pet fee to cover additional costs attributable to the pet and not otherwise covered [[24 CFR 960.707\(b\) \(1\)](#)]. The following Pet Fee and Deposit Policy apply to both owners who wish to keep allowable dogs or cats in both PRHA General Occupancy and Elderly/Disabled Properties. Pet Agreements that came into effect prior to the adoption of this policy are exempt from any additional fees outline below. However if those agreements are amended, or new/additional pets are allowed into the unit, those pets will be subject to the below fees.

The Pet Fee shall be paid at the time of approval of the pet and all proof of inoculations and other requirements shall be made available to PRHA at such time. The Pet Fee is not refundable nor will it be prorated in the event of move-out before the annual reexamination date.

The Pet Deposit shall be utilized to offset damages caused by the pet and/or tenant and to prepare the unit for occupancy by another tenant. Any balance, if any, from the deposit will be refunded to the tenant. The entire fee (subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum or in accordance with this policy. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

In addition Pet owners must pay a pet fee of \$20 monthly. Fees will be used only to pay reasonable expenses directly attributable to the presence of a pet including but not limited to:

1. The cost of repairs and replacements to the resident's dwelling apartment
2. Fumigation of the dwelling apartment
3. Repairs to common areas of the project
4. The expense of flea elimination shall also be the responsibility of the resident.

Depletion of the fee shall be replaced by the pet owning resident within thirty (30) days of written notice by the Authority of said depletion.

PRHA will place the fee in an account of the type required under applicable State or local law for pet fees. PRHA must comply with such laws as to retention of the fee, interest, and return of the pet fee is not returnable to the resident, and any other applicable requirements [[24 CFR 960.707\(d\)](#)].

Pet owners are required to pay a pet deposit. Pet owners must pay a deposit of \$350 per apartment. The deposit must be paid in full before the pet is brought on the premises. [\[24 CFR 5.318\(d\) \(1\)\]](#)

PRHA will provide the resident with a written list of any charges against the pet deposit after the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, PRHA will provide a meeting to discuss the charges.

Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

- Landscaping costs
- Pest control costs
- Insurance costs
- Clean-up costs

5.18 Absence from the Unit

Absent Family Member

PRHA will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. It is the responsibility of the head of household to report changes in family composition and absences of family members.

Households may advise PRHA if they will be absent from the apartment for more than 7 consecutive days. Residents shall notify the Management office, secure the apartment and provide a means for PRHA to contact the resident in an emergency. Failure to advise PRHA of an extended absence is grounds for termination of the lease. See Section 10.4 for policies related to termination and absence from the apartment.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member.

The family must request PRHA approval for the return of any adult family members that PRHA has determined to be permanently absent.

Absent Student

When minors and college students who have been considered a family member attends school away from home, the person will continue to be considered a family member unless information

becomes available to PRHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

If a child has been placed in foster care, PRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Caretaker for a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, PRHA will take the following actions:

- If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker must provide documentation of temporary or permanent custody arrangement. If the caretaker will have permanent custody and wishes to be considered a family member, the caretaker will be subject to PRHA screening requirements, unless information is provided that would confirm that the caretaker's role is temporary. In such cases PRHA will extend the caretaker's status as an eligible visitor.
- During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify for any deductions from income.
- At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household, subject to meeting PRHA's eligibility screening requirements. Caretaker must provide legal custody papers to verify legal guardianship.

Absent Head or Spouse Due to Employment

If an employed head, spouse, or co-head is absent from the unit more than 180 consecutive days due to employment, she/he will continue to be considered a family member.

Individuals Absent (Confined) for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, PRHA will request verification from a responsible medical professional if the member will be gone more than 180 days and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse or co-head qualify as an elderly person or a person with disabilities.

Absence Due to Court Order (Including Incarceration)

If a member of the family is subject to a court order that restricts the member from the home, PRHA will determine whether the person will be considered temporarily or permanently absent. If the court order specifies a permanent restriction or if the court restriction exceeds 180 days, the person will no longer be considered a family member. If the individual intends to return to the unit at the end of the restriction, the individual is subject to the eligibility and screening requirements.

Chapter 6: Inspections

PRHA is obligated to maintain dwelling units and the project in decent, safe, and sanitary condition, and to make necessary repairs to dwelling units [24 CFR 966.4(e)]. PRHA will inspect all dwelling units prior to move-in, at move-out and during occupancy. PRHA may conduct annual or biennial inspections. In addition, PRHA may require additional inspections, in accordance with PRHA Policy.

6.1 Move-In Inspections

The head of household or their (Adult) representative is required to attend the initial inspection and sign the inspection form.

6.2 Move-Out Inspections

PRHA will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection, unless the resident vacates without notice to PRHA. The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. PRHA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit. The housing manager/assistant, or facilities maintenance supervisor and tenant if present will sign the report.

A copy of the initial inspection, signed by PRHA and the resident, will be provided to the resident and kept in the resident file. When applicable, PRHA will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 45 business days of conducting the move-out inspection.

6.3 Annual Inspections

Annual inspections of the premises are to be made to ensure that the tenant and management are complying with the provisions of the Dwelling Lease. Management shall deliver to the tenant's dwelling unit a Request to Enter, in accordance with the established PRHA procedures. An inspection of one hundred percent of all units must be accomplished by PRHA or its representative each year using HUD's Uniform Physical Condition Standards (UPCS). Tenants who repeatedly "fail" the inspection or cause excessive damage to the unit will be considered in violation of their lease.

6.4 Quality Control Inspections

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which PRHA can be of service to the family.

6.5 Special Inspections

PRHA may conduct a special inspection for any of the following reasons:

- Apartment condition
- Suspected lease violation
- Regulatory inspection
- There is reasonable cause to believe an emergency exists

Building exteriors, grounds, common areas and systems will be inspected annually. PRHA Preventive Maintenance Procedure is stated in the Management and Maintenance Procedures.

HUD representatives or local government officials may review PRHA operations periodically and as a part of their monitoring may inspect a sampling of the PRHA's inventory.

If a special inspection is conducted, PRHA will leave notice that they were in the unit and the reason for the special inspection

6.6 Emergency Inspections

PRHA may conduct an emergency inspection without advance notice when there is reasonable cause to believe that an emergency exists. If no one is present at the time of the inspection, PRHA will leave a written statement showing the date, time and purpose of the inspection.

6.7 Inspections Notices and Attendance

Inspection Notices

PRHA may enter the apartment, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the apartment for re-leasing. A written statement specifying the purpose PRHA's entry will be delivered to the dwelling apartment before such entry and is considered reasonable advance notification. For regular annual inspections, the family will receive at least 48 hours advance written notice of the inspection to allow the family to prepare the apartment for the inspection. Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for PRHA to enter the apartment.

PRHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned. PRHA will allow access to local, state, or federal law-enforcement or public safety officials in the performance of their duties.

Inspection Scheduling

Inspections will be conducted during reasonable hours. If a family needs to reschedule an inspection, they must notify PRHA at least 24 hours prior to the scheduled inspection. PRHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. PRHA may request verification of such cause.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and PRHA will notify the family of its intended action.

Inspection Attendance Requirements

Except at move-in inspections and annual/biennial inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes.

If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit, unless only a minor(s) is present in the unit. In that case the inspection will not be conducted and the inspection will be rescheduled once.

If the resident refuses to allow the inspection, the resident will be in violation of the lease.

Hazardous Conditions/Emergency Repairs

If the apartment is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the resident must immediately notify PRHA of the damage, and PRHA will make repairs or otherwise abate the situation within 24 hours.

If PRHA cannot make repairs quickly, PRHA will offer the family standard alternative accommodations. If PRHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural gas leaks or odor
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 64 degrees Fahrenheit from October 1 until April 15
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the apartment
- Absence of a functioning toilet in the apartment
- Inoperable smoke detectors
- No working air conditioner (elderly developments only)

Non-Hazardous Inspection Repairs

Generally PRHA will correct non-life threatening health and safety defects within 30 business days of the inspection date. Repairs that require parts or specialized labor may take longer than 30 business days. The family must allow PRHA access to the apartment to make repairs.

Staff will not respond after-hours to the following:

- Lock out service – Residents must notify manager to gain entry to their units during normal business hours. For nights, weekends and holidays, tenant must call a locksmith to gain entry to their units at their own expense. No on-call personnel have the authority to open a unit due to misplaced, lost or stolen keys.
- Household sink, basin or bathtub stoppages
- Refrigerators that are out of order (resident will be told to keep refrigerator door closed and report the issue the next business day)
- Retrieval of wallets, keys, money, etc. from elevator or compactor shafts
- Stoves, water lines, electricity, etc. previously shutdown by the Fire Department, Dominion, City of Petersburg, or the Development

Resident-Caused Damages

PRHA will charge the family for the reasonable cost of repairs for damages caused by a household member or guest. PRHA may also take lease enforcement action against the family.

If a unit fails inspection due to housekeeping or resident-caused damages, the resident will be given 15 calendar days to correct noted items, after which a follow-up inspection will be conducted. Residents will be issued a copy of the inspection report with required corrections. If a unit fails the follow-up inspection and if necessary to bring the unit into UPCS compliance, needed repairs will be completed by PRHA and charged to the resident.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

The residents will be charged the cost of the part plus labor.

Housekeeping

The purpose of housekeeping inspections is to ensure that residents housekeeping habits do not pose health or safety risks and/or encourage insect or rodent infestation or cause damage to the apartment. Unsanitary Housekeeping includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; damages to premises and equipment caused by the family or persons under control of the family; affecting neighbors by causing infestations, foul odors, depositing garbage outside of normal trash receptacles, or neglect of the premises. This does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors or a threat to health and safety.

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the apartment are in violation of the lease. In these instances, PRHA will provide proper notice of a lease violation.

A re-inspection will be conducted within 30 days of the initial inspection to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of

tenancy. All contacts with a Resident regarding unsafe and/or unsanitary conditions will be documented and copies of such documentation will be placed in the resident's file.

Pest Control Activities

PRHA will require that residents comply with pest control activities undertaken by the housing authority. Residents will be required to provide access to the unit when pest control treatments are scheduled. Residents must cooperate fully with PRHA management and extermination staff. PRHA or an authorized representative will enter any unit where pest control activities are scheduled and/or needed. Residents are required to complete all pre-treatment activities in their apartments prior to the pest control treatment, such as placing items in plastic bags and storing food items. Residents are required to cooperate fully in the treatment plan, including the disposal of personal belongings if needed. Failure to allow access for pest control, failure to prepare the unit for pest control activities and/or failure to cooperate will result in lease termination. Pest Control activities must be completed on all units in order for the treatments to be effective. For this reason this policy will be strictly enforced.

In accordance with [PIH Notice 2012-17](#), PRHA will comply with all guidance on the rights and responsibilities of HUD, PRHA and the residents with regard to bedbug infestation.

PRHA will respond with urgency to any resident report of bedbugs. Within 24 hours of the resident report or the next working day in the event of a weekend or holiday, PRHA will make contact with the resident, provide the resident with information about control and prevention of bedbugs and discuss measures the resident may be able to take in the unit before an inspection is performed. However, a bedbug inspection and, if necessary, treatment may take time to schedule. PRHA will endeavor to take appropriate action within a reasonable time period using the guidelines provided below.

Following a report of bedbugs, PRHA or a qualified third party trained in bedbug detection will inspect the dwelling unit to determine if bedbugs are present. The inspection will cover the unit reporting the infestation and no less than the surrounding units consisting of the units above, below, left and right. PRHA is required to retain documentation of the efforts to obtain qualified services. If an infestation is suspected but cannot be verified, PRHA will re-inspect the unit(s) periodically over the next several months.

The length, method and extent of the treatment used by PRHA will depend on the severity and complexity of the infestation, and the level of cooperation of the residents.

PRHA may not deny tenancy to a potential resident on the basis of the resident having experienced a prior bedbug infestation, nor may give residential preference to any resident based on a response to a question regarding prior exposure to bedbugs. PRHA may not charge a resident to cover the cost of bedbug treatment; such cost shall be covered by PRHA.

Chapter 7: Rent Calculation

7.1 Choice of Rent: Income Based or Flat Rent

Link: [24 CFR 960.253](#)

Once each year, beginning with admission, and at each annual reexamination thereafter, PRHA will offer families the choice between a Flat Rent and an income-based rent. PRHA may not offer this choice more than once a year.

7.2 Ceiling Rents

Link: [24 CFR 960.253 \(d\)](#)

Ceiling rents, which capped income-based rents, are optional rents that PRHA has adopted and maintained. The institution of flat rents, under QHWRA, has changed the future function and usefulness of ceiling rents. Some general principles concerning ceiling rents include:

- PRHA does not have ceiling rents.

7.3 Utility Allowances

Utility Allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. The objective of PRHA in establishing utility allowances for each dwelling unit category and unit size shall be to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. Utilities include gas, electricity, and fuel for heating, water, sewerage and solid waste disposal for a dwelling unit. In addition, if PRHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide. ([Public Housing Guidebook, p. 138](#))

Utility Allowance amounts will vary by the rates in effect, size and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage. ([Public Housing Guidebook, p. 138](#))

Utilities include gas, electricity, and fuel for heating, water, sewerage and solid waste disposal for a dwelling unit. In addition, if PRHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide. Costs for telephone, cable/satellite TV and Internet services are not considered utilities. ([Public Housing Guidebook, p. 138](#))

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction. If a resident or applicant is unable to get utilities connected in an assisted unit because of a previous balance owed to a utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer

to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities. When a resident makes an application for utility services in his/her own name, PRHA will require that the resident sign a third party release form so that PRHA will be notified if the resident fails to remain current on his/her utility bill.

- PRHA must review its schedule of utility allowances each year and must revise the schedule if there has been a change of 10 percent or more from the rate on which the allowance was based.
- PRHA does not currently charge for utilities.

Utility Reimbursements

If the cost of utilities (excluding telephone) is paid by the Tenant, a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. When the Utility Allowance exceeds the family's Total Tenant Payment, PRHA will provide a Utility Reimbursement Payment for the family each month. The check may be made out directly to the tenant or to the utility provider.

7.4 Flat Rents

Link: [PIH Notice 2014-12](#) and [PIH Notice 2014-12 FAQ's](#)

The Flat Rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. When the family elects to pay the Flat Rent, the Flat Rent amount quoted to the family by PRHA is the amount the family pays. Changes in family income, expenses, or composition will not affect the Flat Rent amount because it is outside the income-based formula. [[24 CFR 960.253](#)]

- Flat Rents are market-based rents.
- Flat Rents vary by apartment size and type and also by development location.
- Flat Rents do not have a utility allowance. An apartment with resident-paid utilities should have a lower Flat Rent than the same apartment with project-paid utilities.

Change in Flat Rents

PRHA shall review the Flat Rent structure at least every year and adjust the rents as needed. Flat Rents may either be increased or decreased based on the market rents. Changes to flat rents, up or down, will not affect families paying flat rent until their next annual flat rent offer, at which time the family will be given the choice of switching back to income-based rent or of remaining on flat rent at the current (most recently adjusted) flat rent for their unit.

Switching from Flat Rent to Income-Based Rent Due to Hardship

Link: [24 CFR 960.253\(f\)](#)

Upon determination that a financial hardship exists and will last more than 30 days, PRHA will allow the family to switch from Flat Rent to the income-based rent. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of

Income. If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information. If the Resident's income rises again before the annual reexamination, the resident can be placed on a Ceiling rent with a utility allowance (if applicable) that is the equivalent of the Flat Rent. Reasons for financial hardship include:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of income or other assistance
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items
- Such other situations determined by PRHA to be appropriate.

Flat Rents and Earned Income Disallowance

Because the EID is a function of income-based rents, a family paying Flat Rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID.

If a family paying Flat Rent later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

A family currently paying Flat Rent that previously qualified for the EID while paying income-based rent and is currently within their 48 month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying Flat Rent as long as the employment that is the subject of the exclusion continues, and the 48-month lifetime limit would continue uninterrupted. A family paying Flat Rent could therefore see a family member's 48-month lifetime limit expires while the family is paying Flat Rent.

Flat Rents and Mixed Families

PRHA will determine if a Flat Rent should be prorated for mixed families electing to pay Flat Rent. (Worksheet in Appendix III of the [HUD 50058 Instruction Booklet](#) contains a worksheet for this determination). If the Flat Rent is greater than or equal to the Public Housing ceiling rent, there is no proration of Flat Rent and the family pays the Flat Rent for the apartment. If the Flat Rent is less than the ceiling rent, PRHA will calculate a prorated Flat Rent. The mixed family will pay the prorated Flat Rent.

7.5 Maximum Rents

Maximum rents are used to calculate the resident rent for a mixed family, where at least one member is ineligible for assistance (not a citizen or national of the U.S., or with eligible immigration status).

Revised public housing maximum rents will be applied to a family's rent calculation at the first annual reexamination after the revision is adopted.

PRHA will review and if necessary re-calculate the public housing maximum rents annually and will post the maximum rents at PRHA office. PRHA will maintain records that document the methodology used to determine maximum rents for each unit size.

7.6 Welfare Rent

Welfare rent does not apply.

7.7 Minimum Rent

Link: [24 CFR 5.630](#)

PRHA minimum rent is \$50.00.

Minimum Rent Hardship

PRHA will grant an exemption from the minimum rent if a family can document that they are unable to pay the minimum rent because of a long term hardship (over 90 days). Being exempted from minimum rent means that the family pays the greater of 30% of adjusted monthly income or 10 percent of gross monthly income. The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. [[24 CFR 5.630](#)] Families who live in Public Housing are eligible for the hardship exception to minimum rent if they meet at least one of the following criteria:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.
- If the family would be evicted because it is unable to pay the minimum rent: For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or resident-paid utilities. The family must be able to document inability to pay the minimum rent at the time of the request.
- If Family income has decreased because of changed family circumstances, including the loss of employment.
- If a death has occurred in the family: In order to qualify for this provision, the deceased must have been a household member on the public housing lease who was living in the unit and listed as a family member on the [form HUD-50058](#).

To make a claim under these provisions the resident or resident must submit a request, in writing, to PRHA office. The resident must provide documentation to support the request for a hardship exemption.

- If PRHA determines that a qualifying financial hardship is temporary, PRHA will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.
- PRHA will require the family to repay the suspended amount within 30 calendar days of PRHA's notice that a hardship exemption has not been granted if PRHA determines the hardship is temporary.

In general, PRHA does not consider a hardship to include loss of eligibility for welfare. In addition, in general, PRHA does not consider outstanding medical or funeral debts to be a long term hardship, because repayment plans may be developed to retire such debts. To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. The request must also explain what steps the family has taken or plans to take to alleviate the hardship.

PRHA will not evict the family for non-payment of the minimum rent for 90 days following the request for hardship exemption.

If PRHA determines that the financial hardship is long-term, PRHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

The hardship exemption only suspends the minimum rent. The family is still responsible for any other charges incurred such as utilities, maintenance charges, etc. and can be evicted for nonpayment of such charges during the hardship exemption.

Families who report experiencing a long-term financial hardship are required to undergo an interim recertification every 90 days. Such families will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. PRHA will take action to refer such families to social service organizations to receive rental job search or other forms of assistance to help end the qualifying financial hardship.

The hardship period ends when any of the following circumstances apply:

- At an interim or annual re-examination, the family's calculated TTP is greater than the minimum rent.
- For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost.
- For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

Chapter 8: Verifications

PRHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. The family must supply any information that PRHA or HUD determines is necessary to the administration of the program and must consent to PRHA verification of that information. PRHA must not pass on the cost of verification to the family.

PRHA will follow the verification guidance provided by HUD in [PIH Notice 2010-19](#) Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PRHA policies. Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the PRHA.

8.1 Methods of Verification

Link: [PIH Notice 2010-19](#)

PRHA uses HUD's hierarchy of verifications, in the following order:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third Party Verification provided by applicant or resident
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

EIV Verification Process

Link: [24 CFR 5.233](#)

Enterprise income verification (EIV) refers to the PRHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to the PRHA. PRHA uses HUD's Enterprise Income Verification (EIV) system to verify resident employment, earned income, unemployment benefits, and social security (SS), and supplement security income (SS) benefits information at annual and interim re-examinations. PRHA will also use HUD's EIV system to monitor potential duplicate subsidies, deceased individuals, and household member identity and immigration status.

PRHA will inform all applicants and residents of its use of the following UIV resources during the admission and reexamination process: HUD's EIV system.

Third Party Written Verifications

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

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

PRHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, PRHA shall project income based on the information from a traditional written third party verification form or the best available information.

If PRHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, PRHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of PRHA's interim reexamination policy.

Note: Documents older than 60 days (from PRHA interview/determination or request date) are acceptable for confirming effective dates of income.

Third Party Oral Verifications

PRHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation or visit to the third party (or attempt), the telephone number used, and the facts provided. When any source responds verbally to the initial written request for verification PRHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided. If a third party agrees to confirm in writing the information provided orally, PRHA will wait no more than a total of 7 days for the information to be provided. If the information is not provided by the 8th day, PRHA will use any information provided orally in combination with reviewing family-provided documents.

Exceptions to Third Party Verification Requirements

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, PRHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective obtain third party verification of income, assets or

expenses when the impact on total tenant payment is minimal. In these cases, PRHA is required to document in the family file the reason(s) why third party verification was not available.

The exception to third party verifications can be found at [24 CFR 960.259 \(c\)\(1\)](#), which states, “The PHA must obtain and document in the family file third party verification of the following factors, or must document in the file why third party verification was not available.”

Family Self-Certifications

Link: [PIH 2013-03](#)

When information cannot be verified by UIV, by review of documents or by third party, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to PRHA. The tenant must submit an affidavit or notarized statement of reported income and/or expenses to PRHA. This verification method will be used as a last resort when PRHA has not been successful in obtaining information via all other verification techniques. PRHA may require a family to certify that a family member does not receive a particular type of income or benefit. The self-certification must be made in a format acceptable to PRHA and must be signed by the family member whose information or status is being verified. All self-certifications must be notarized. When PRHA relies on tenant declaration, PRHA will document in the tenant file why third party verification was not available.

Excluded Income Verifications

Link: [Federal Register 12/14/2012](#) and [Federal Register 05/20/2014](#)

In accordance with [PIH Notice 2013-04](#), PRHA will accept a participant’s self- certification as verification of fully excluded income. For fully excluded income, PRHA is not required to:

- Verify the income in accordance with the HUD-prescribed verification hierarchy;
- Document in the tenant file why third party verification as not available as required by [24 CFR 960.259\(c\) \(i\)](#); and
- Report the income in Section 7 of the [form HUD-50058](#)

PRHA’s application and reexamination documents which are signed by all adult family members, may serve as the self-certification of the fully excluded income. PRHA may elevate the verification requirements if necessary, to determine if a source of income qualifies for a full-exclusion.

Examples of common fully excluded income categories that are verifiable through applicant self-certification are:

- Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
- Income from a live-in aide
- Earned income from minors (children under the age of 18)

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income. For partially excluded income, PRHA is required to:

- Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income; and
- Report the income in Section 7 of the [form HUD-50058](#).

Examples of partially excluded income that are subject to regular verification requirements include:

- Earnings in excess of \$480 for full-time students 18 years of age or older [24 CFR 5.609\(c\)\(11\)](#) in order to determine the amount of earnings to include in the calculation of the family's annual income, PRHA must verify the amount of employment income for these family members.

8.2 Eligibility Verifications

The following information will be verified to determine qualification for admission and continued occupancy to PRHA's housing:

- Household composition, demographics and type (Elderly/Disabled/Near elderly/Non-elderly)
- Annual Income (all sources)
- Recurring Gifts
- Assets and Asset Income
- Deductions from Income
- Social Security Numbers of all household members (or certification that they do not have a social security number, if the individual has no social security number).
- Applicant Screening Information (including criminal history)
- Citizenship or eligible immigration status

Social Security Numbers

PRHA is required to verify social security numbers and social security benefits of applicants, participants and household members at the time of application and during mandatory reexamination of household income. In accordance with [24 CFR 5.216](#), [24 CFR 5.218](#), [24 CFR 5.233](#) and [PIH Notice 2012-10](#), PRHA uses SSN (along with name and date of birth) of an individual to validate his/her identity, obtain employment and income information via computer matching programs, and ensure that duplicate assistance is not being paid. These uses allow HUD, PRHA and auditors to determine compliance with program requirements, as well as determine eligibility and level of assistance a family is eligible to receive and improper payments. In accordance with [24 CFR 5.233](#), PRHA is required to use the EIV system to validate and/or verify tenant-reported social security benefits and provide reliable accurate data to HUD via the [Public and Indian Housing Information Center \(PIC\)](#).

SSN Disclosure

In accordance with [24 CFR 5.216](#) and Notice [PIH 2010-3](#), applicants and participants (including each member of the household) are required to disclose his/her assigned SSN at the time of application for rental assistance programs and during mandatory reexamination of household income, with the exception of the following individuals:

- Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
 - A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
 - A family that consists of two or more household members and at least one household member that has eligible immigration status is classified as a mixed family, and is eligible for prorated assistance in accordance with [24 CFR 5.520](#) as amended by [HUD's streamlining rule](#). PRHA may not deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.

Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves and to a new assisted unit.

An individual who previously declared to have eligible immigration or eligible citizenship status may not change his/her declaration to not contend to have eligible immigration status for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance of these requirements. Nor may the head of household opt to remove a household member from the family composition for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance of these requirements.

SSN Documentation

PRHA must request all applicants and participants (including each member of the household), who are not exempt under SSN Disclosure above to provide documentation of each disclosed SSN. PRHA will consider the following as acceptable evidence of the SSN:

- An original SSN card issued by SSA;
- An original SSA-issued document, which contains the name and SSN of the individual;
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

Rejection of Documentation

PRHA may reject documentation of the SSN provided by the applicant or participant for only the following reasons:

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

Verification of SSN

PRHA shall verify each disclosed SSN by:

- Obtaining the documentation listed under section 2 above from applicants and participants (including each member of the household);
- Making a copy of the original documentation submitted, returning it to the individual, and retaining the copy in the folder; and
- Recording the SSN on the form HUD-50058, and transmitting the form HUD-50058 to HUD within a timely manner. PRHA is required to transmit the form HUD-50058 no later than 30 calendar days of receiving the SSN documentation, to enable HUD to initiate its computer matching efforts for current participants.

Addition of New Household Members

When participant requests to add a new household member, who is at least six years of age or under the age of six and has an SSA-assigned SSN, to the family, the participant must disclose the SSA-assigned SSN and provide PRHA with the documentation referenced in section 2 above at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, PRHA shall not add the new household member to the family composition until the family provides the documentation. PRHA is not authorized to generate an alternate ID for the affected household member.

When a participant request to add a new household member, who is under the age of six and does not have an SSA-assigned SSN, the participant must disclose the SSA-assigned SSN and provide PRHA with the documentation referenced in section 2 above within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, PRHA is required to grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, only if PRHA determines that the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and is entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. PRHA is required to generate an Alt ID. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and

documentation requirements, PRHA must terminate the entire family's tenancy or assistance, or both.

Penalties for Failure to Disclose and/or Provide Documentation of the SSN

In accordance with [24 CFR 5.218](#), the following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

1. Applicants. PRHA must deny the eligibility of an assistance applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of SSN. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waiting list for a period of time as determined by PRHA. If all household members have not disclosed their SSN at the time a unit becomes available, PRHA must offer the available unit to the next eligible family on the waiting list.
2. Participants. PRHA must terminate the tenancy of Public Housing participants (the entire household) if s/he (including each member of the household required to disclose his/her SSN) does not disclose his/her SSN and provide required documentation. However, if the family is otherwise eligible for continued occupancy in the program, PRHA, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date PRHA determined the family noncompliant with the SSN disclosure and documentation requirement, only if PRHA determines:
 - a. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
 - b. There is reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline, PRHA must terminate the entire family's tenancy or assistance, or both.

PRHA must deny admission or terminate the family's tenancy or assistance, or both, if the family submits falsified SSN documentation.

Legal Identity Verification

PRHA will require families to furnish verification of legal identity for each household member. A photo ID is required for each adult family member. Legal identity will be verified at application and on an as needed basis. Only the following identify documents are acceptable, in addition to the photo ID (valid driver's license, DMV ID card, U.S. passport, or employer identification card) for each adult:

- Adults: Birth Certificate, Naturalization Papers, Church-issued baptismal certificate, or U.S. military discharge form (DD 214)

- Children: Birth Certificate, Adoption Papers, Custody agreement, Health and Human Services ID, School Records

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at PRHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to PRHA and be signed in the presence of a PRHA representative or PRHA notary public. Legal identity will be verified as required.

Marriage Verification

Certification by the head of household is normally sufficient verification. If PRHA has reasonable doubts about a marital relationship, PRHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married. In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, filing joint income tax returns).

Separation or Divorce Verification

Certification by the head of household is normally sufficient verification. If PRHA has reasonable doubts about a separation or divorce, PRHA will require the family to document the divorce, or separation. A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced. A copy of a court-ordered maintenance or other court record is required to document a separation. If no court document is available, documentation from a community-based agency will be accepted.

Adult Member Absence Verification

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., lease at another address or utility bill).

Foster Children and Foster Adults Verification

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

Student Status Verification

PRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family claims full-time student status for an adult other than the head, spouse, or co-head, or

- The family claims a child care deduction to enable a family member to further his or her education, or
- The family claims income exclusion because the student is receiving earned income and only the first \$480 is included as income.

Disabled Status Verification

PRHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income.

PRHA is not permitted to inquire about the nature or extent of a person's disability [[24 CFR 100.202\(c\)](#)]. PRHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If PRHA receives a verification document that provides such information, PRHA will not place this information in the tenant file. Under no circumstances will PRHA request a participant's medical record(s). The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions.

For family members claiming disability who receive disability benefits from the SSA, PRHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available. If documentation from HUD's EIV System is not available, PRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status.

If the family is unable to provide the document(s), PRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to the PRHA.

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in [24 CFR 5.603](#).

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

8.3 Verification of Income

Wage Verification

PRHA requires two current and consecutive paystubs for determining annual income from wages.

If paystubs are not available, PRHA will accept an authentic document on employer letter head that states wages for previous two pay periods (gross income), or an employer payroll print out.

Tip Income Verification

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year. PRHA may require the family to provide a copy of its income tax return to support the declaration.

- PRHA requires two current and consecutive paystubs for determining annual income for tips and wages.

Bonus Income Verification

For persons who regularly receive bonuses or commissions, PRHA will verify and then average amounts received for one year preceding admission or re-examination. PRHA will consider justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, PRHA will count only the amount estimated by the employer.

Business and Self Employment Income Verification

Business owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year.
- If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

PRHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations. At any reexamination PRHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements. If a

family member has been self-employed less than three (3) months, PRHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months PRHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

Social Security and SSI Benefits Verification

To verify the SS/SSI benefits of applicants, PRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), PRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has received the benefit verification letter they will be required to provide it to the PRHA.

To verify the SS/SSI benefits of participants, PRHA will obtain information about social security/SSI benefits through the HUD EIV System.

If benefit information is not available in HUD systems, PRHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) PRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800- 772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to the PRHA.

Alimony and Child Support Verification

PRHA verifies alimony and child support differently depending on whether the family declares that it receives regular payments. If the family declares that it receives regular payments, verification will be sought in the following order:

1. Third-party verification from the person paying the support
2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. Copy of the latest check and/or payment stubs
4. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are made through a state or local entity, PRHA will request a record of payments for the past 6 months and request that the entity disclose any known information about the likelihood of future payments.

If the family declares that it receives irregular or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

- A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts
- If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

Zero Income Verification

Families claiming to have no annual income will be required to execute verification forms to determine that certain forms of income such as Unemployment Benefits, TANF, SSI, etc. are not being received by the household. In addition, families claiming to have no income may be required to provide verification of their expenses, to determine how the family is able to subsist on no income

If the family has reported zero income, PRHA will conduct an interim reexamination every 3 months (or every 30 days) as long as the family continues to report that they have no income.

Wait list participants will be required to complete the zero income questionnaire if they are reporting no income.

8.4 Verification of Assets

Assets Disposed of for Less Than Fair Market Value Verification

PRHA accepts the family's self-certification of whether any assets have been disposed of for less than fair market value in the past two years. PRHA needs to verify only those certifications that warrant documentation. PRHA will verify the value of assets disposed of only if:

- PRHA does not already have a reasonable estimation of its value from previously collected information, or
- The amount reported by the family in the certification appears obviously in error.

Income from Rental Property Verification

The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current resident
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, PRHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

Retirement Account Verifications

PRHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

Before retirement, PRHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, PRHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, PRHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

8.5 Verification of Expenses

Medical Expenses Verification

Medical expenses will be verified by written third-party documents provided by the family, such as pharmacy printouts or receipts. PRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. PRHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

PRHA will also accept written third-party verification forms. The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

When anticipated costs are related to on-going payment of medical bills incurred in past years, PRHA will verify:

- The anticipated repayment schedule
- The amounts paid in the past, and
- Whether the amounts to be repaid have been deducted from the family's annual income in past years

Disability Assistance Expenses

Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or cancelled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Expenses for auxiliary apparatus will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.
- Third-party verification form signed by the provider, if family-provided documents are not available.

- If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

To verify the family member enabled to work, PRHA will verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work. PRHA will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member(s) to work. If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work. To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

Child Care Expense Verification

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. PRHA will verify that the child being cared for (including foster children) is under the age of 13. The family is required to certify that the child care expenses are not paid by or reimbursed to the family from any source. The child care provider will be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by or reimbursed to the family from any source. PRHA will verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

PRHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

If a family member is seeking work, PRHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment) or PRHA will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to PRHA any reports provided to that agency.

In the event third-party verification is not available, PRHA will provide the family with a form on which the family member must record job search efforts. PRHA will review this information at each subsequent re-examination for which this deduction is claimed.

If the family member is furthering education, PRHA will request third-party documentation to verify that the person permitted to further his or her education by the child care is enrolled and

provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

PRHA will seek third-party verification of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

The type of care to be provided is determined by the family, but must fall within certain guidelines.

- PRHA will verify that the type of child care selected by the family is allowable.
- PRHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).
- PRHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.
- The actual costs the family incurs will be compared with PRHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.
- If the family presents a justification for costs that exceed typical costs in the area, PRHA will request additional documentation to support a determination that the higher cost is appropriate.

Chapter 9: Ongoing Program Operations

9.1 Annual Re-Examinations

PRHA is required to monitor each family's income and composition over time, and to adjust the family's rent accordingly. PRHA has adopted policies concerning the conduct of annual and interim reexaminations that are consistent with regulatory requirements. [\[24 CFR 960.257\(c\)\]](#) Complete verification of the circumstances applicable to rent adjustments must be documented and approved according to PRHA policies. [\[24 CFR § 960.259\(c\)\]](#)

Once a year, PRHA will reexamine family composition and unit size for all resident families. At that time, all adult family members will be required to sign a new Privacy Act/Release of Information. PRHA will reexamine the income of families paying income based rents once a year and once every three years for families paying flat rents. PRHA conducts annual reexaminations by interviewing adult family members and verifying information about their income, assets, deductions and family size and composition.

To promote administrative efficiency, PRHA may elect to assign uniform recertification effective dates for specific developments. In such a case, PRHA will conduct an analysis of the recertification effective dates of the households, the proximity of each property to one another and the number of households at the property. PRHA will then conduct recertification actions needed to ensure that all households have the same recertification date. Implementation of this policy may require that some residents be recertified more than once in any given year. Thereafter, new residents to the property will be assigned the same recertification date as that used for other households at the development.

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

- Qualify as a family as defined in this policy document
- Live in the type of property appropriate for their family type – for example, senior and disabled families with custody of a child or children cannot remain in designated senior or mixed population buildings.
- Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease. [\[24 CFR 966.4\(f\)\]](#)
- Have Social Security numbers for each family member according to Federal Regulations. [\[24 CFR 5.216\]](#)
- Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [\[24 CFR 5.508 \(b\)\]](#)
- Are in compliance with PRHA's 8 hours per month Community Service requirements.
- Gross family income must not exceed income limits set by HUD.
- PRHA may require passing a criminal history background check by all adults 18 and over.
- Existing families may be required to attend orientation or housekeeping class, as directed by their Property Manager as a condition of continued occupancy if lease violations have occurred.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If PRHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by PRHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual/interim reexamination, *increases* in the tenant rent will be applied retroactively, to the scheduled effective date of the annual/interim reexamination. The family will not be given a 30-day notice period.

The family will be responsible for any underpaid rent and may be offered repayment agreement. In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date.

If the family causes a delay in processing the annual/interim reexamination, *decreases* in the tenant rent will be applied prospectively, from the first day of the month following completion of the reexamination/interim processing.

Delays in reexamination/interim processing are considered to be caused by the family if the family fails to provide information requested by PRHA by the date specified, and this delay prevents PRHA from completing the reexamination/interim as scheduled.

Re-Examinations for Elderly and Disabled Families with 100% Fixed Income

PRHA will conduct a streamlined re-examination of income for elderly families and disabled families when 100 percent of the family's income consists of fixed income, applying any published cost of living adjustments to the previously verified income amount. PRHA will verify current income using EIV where applicable. Third party verification of all income amounts for all family members will be performed once every three (3) years.

Fixed income includes income from:

- Social security payments, Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI)
 - Federal, State, local and private pension plans
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments that are of substantially the same amounts from year to year.

Re-Examination for Families Paying Flat Rent

For residents paying flat rents, PRHA will conduct a re-examination of family composition at least annually, and will conduct a re-examination of family income every three years. PRHA will follow the same reporting and verification procedures for flat rent annual re-examinations as for income-based.

9.2 Interim Reexaminations

Link: [24 CFR 960.257](#) and [24 CFR 966.4](#)

The family must report changes in income and/or household composition to PRHA within 10 calendar days of the change. Families are not required to report cost of living adjustments to recipients of Social Security, TANF, Veteran's Assistance, and SSI.

All interims must be requested on PRHA Encounter Form in order to be process.

PRHA will conduct interim reexaminations in each of the following instances:

For families receiving the Earned Income Disallowance (EID), PRHA will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the 24-month eligibility period.

If the family has reported zero income, PRHA will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income.

If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), PRHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

PRHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

To request an interim the family must complete the Encounter Form to be processed.

Changes to Household Composition

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. PRHA may use the results of the annual reexamination to require the family to move to an appropriate size apartment. [[24 CFR 960.257\(a\)\(4\)](#)] Policies related to such transfers are located in the Chapter on Transfers.

Families, including those who pay income-based rent as well as those paying flat rent, must report all changes to household composition that occur between annual re-examinations in writing within 10 calendar days. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction.

Household Additions

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PRHA approval to add a new family member [[24 CFR 966.4\(a\)\(1\)\(v\)](#)] or other household member (live-in aide or foster child). [[24 CFR 966.4\(d\)\(3\)](#)] The addition of family members as a result of birth, adoption, or court awarded custody does not require prior PRHA approval; however the family is still required to promptly notify PRHA of the addition.

Families must submit a written request to PRHA for approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the apartment for more than 30 days in any given year, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by PRHA prior to the individual moving into the apartment.

PRHA will not approve the addition of new family or household members other than by birth, adoption, court-awarded custody, or marriage, if it will require the family to transfer to a larger size apartment, unless the family can demonstrate that there are medical needs or other extenuating circumstances, including Reasonable Accommodation that should be considered by PRHA. Exceptions will be made on a case-by-case basis.

Additions of the following persons must be requested in writing and require written permission from PRHA or the Property Manager before the persons may move into the apartment:

- Adult family member (including a new spouse);
- Foster child or children;
- Foster adult;
- Live-in Aide;
- Child in kinship care.

Adult children who previously participated in PRHA Public Housing Program as a family member will be denied readmission unless through reason of Reasonable Accommodation or as waived by the Housing Supervisor or his/her designee.

PRHA will not approve the addition of a new family or household member unless the individual meets PRHA's eligibility criteria. If PRHA determines that an individual does not meet PRHA's eligibility criteria PRHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

Household Member Removals

If a family member ceases to reside in the apartment, the family must inform PRHA within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent. If a live-in aide, foster child, or foster adult ceases to reside in the apartment, the family must inform PRHA within 10 business days. If an adult member who was formerly a member of the household is reported permanently absent by the family, PRHA may consider any of the following as verification:

- Husband or wife institutes divorce action. Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
- Statements from other agencies such as social services that the adult family member is no longer living at that location.

- If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

If no proof can be provided, PRHA may accept a self-certification from the head of household. If the head of household is the absent member, proof can be provided by the spouse or co-head.

Changes Affecting Income or Expenses

This section on applies to families paying income-based rent. Families paying flat rent are not required to report change in income or expenses.

Interim re-examinations may be scheduled either because PRHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, PRHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

PRHA-Initiated Interim Re-Examinations

Income Change	PRHA Action
Decrease in income for any reason, except for decrease that is subject to Imputed Welfare Income rules.	PRHA will process an interim reduction in rent if the income decrease can be verified to last more than 30 days.
Increase in income following PRHA granting of interim rent decrease.	PRHA will process an interim rent increase for income increases that are due to a new source of income or resumption of income that follow interim rent reductions.
Increase in earned income from the employment of a current household member outside of the EID	PRHA will either defer the increase to the next regular reexamination or, if the individual is eligible for an earned income disallowance, grant the disallowance.
Increase in unearned income (e.g. COLA adjustment for social security).	PRHA will defer the increase to the next regular reexamination
Increase in income because a person with income (from any source) joins the household.	PRHA will process an interim reexamination and rent increase
Increase in monetary or non- monetary income after Resident claimed zero income	PRHA will process an interim reexamination and rent increase.
Increase in income of an FSS participant	PRHA will process an interim rent increase.

Additionally, PRHA will conduct interim re-examinations if a person with income joins the family (new income source).

PRHA will process an interim increase in rent if:

- The resident's income increases after the resident was granted an interim decrease in rent;
- or

- The resident reported zero income and has a verified increase in income (which may be a non-monetary contribution); or
- The resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been. PRHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.
- The resident has an increase in earned income outside of the EID.
- Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

Residents granted reductions in rent are required to report the subsequent increases in income. Reporting is required when income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

If residents experience a decrease in income from Public Assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:

- Welfare Department has reduced the grant because of welfare fraud; or
- Welfare Department has reduced the grant because the family failed to comply with economic self-sufficiency requirements

If a resident challenges the Welfare Department's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the Welfare Department. If the Welfare Department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction. If the Welfare Department overturns the grant reduction, no retroactive balance is owed.

Unless the family has income that is excluded for rent computation, families reporting zero income are required to undergo an interim recertification every 90 days. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.

If PRHA has action to process the Interims, it will be processed within 30 days of receiving the change in the family income.

9.3 Transfer Policy

It is the policy of PRHA to permit a resident to transfer under certain conditions and to fulfill operational or regulatory requirements. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.

Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions. PRHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

PRHA will maintain a centralized Transfer Waiting List to ensure that transfers are processed in the correct order and that procedures are uniform across all developments.

Property Management may deny transfers when the family is not in good standing with PRHA due to serious or repeated lease violations. This may include non-payment of rent, housekeeping, history of disturbances, destruction of property, etc. Additionally, PRHA will not to grant a unit transfer simply to accommodate neighbors who "cannot get along." Activities of the neighbors that impede the rights of others to the peaceful enjoyment of their unit will be treated as a lease violation and cause for termination of tenancy.

For purposes of this transfer policy the "sending development" refers to the unit the family is leaving and the "receiving development" refers to the unit to which the family is transferring. PRHA will maintain a transfer list and that transfers are processed in the correct order. Transfers will be processed in the following order:

- Emergency transfers (hazardous maintenance conditions), Renovation, Demolition, Disposition
- High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
- Transfers to make accessible units available
- Occupancy standards
- Other PRHA-required transfers

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the Executive Director, PRHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Within each category transfers will be processed in order of the date and time of the resident transfer request.

PRHA will make a unit offer when the resident's name comes to the top of the Transfer Wait List and PRHA has a unit of appropriate size. Resident will receive one offer of a transfer. Where the transfer has been requested by the resident (resident initiated) families who refuse must sign a transfer refusal form which will be filed in their folder. Refusal of an offer will result in the removal of the household from the Transfer Wait List and the family must wait one year before submitting another request. The resident with the earliest date of transfer request on file will receive priority for the available units.

Where transfers are required by PRHA (mandatory), refusal of an apartment offer without “good cause” will result in lease termination. PRHA Resident Selection Policy found in this ACOP details examples of “good cause.”

Cost of Transfers

PRHA will pay the reasonable cost of transfers for approved reasonable accommodation requests, including payment of moving costs, fees and expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident’s disability unless accommodation will result in a fundamental alteration in the nature of the Authority’s programs or undue financial and administrative burden.

PRHA will pay moving costs of transfers related to a mandatory transfer due to interruption of utilities, defects in structure, electrical wiring, plumbing, heating or by fire, smoke or water damages caused by the negligence of the Management or by acts of nature.

Residents will bear the cost for transfers due to change in family composition, transfers required due to damage caused by household members or guest and moving to a non- accessible unit when accessible features are not required by the family.

Grievance Rights

Any family aggrieved by any action or inaction of PRHA relative to their transfer request may file a request for a hearing in accordance with the Chapter on Grievance Procedure.

PRHA Required Transfers

The following transfers constitute a mandatory transfer and take precedence over all new admissions and all other approved transfer requests. These transfers are based on availability of the appropriate location, size and features of the available units:

- Life Threatening/Emergency Transfers (which may include transfers of verified VAWA victims and their affiliated individuals)
- Modernization, Revitalization, Rehabilitation, Disposition or Demolition Transfers
- Reasonable Accommodation Transfers

Emergency Transfers

Emergency Transfers are mandatory when conditions in the resident’s unit, apartment building, or at the property pose an immediate or dire verifiable threat to the resident’s life, health or safety that cannot be repaired and/or abated within 24 hours, as determined by PRHA or by other agencies. In these instances, the current apartment has become uninhabitable and immediate relocation is required. The following are examples of when emergency transfers within or between sites may be made:

1. Destruction of unit by fire, occurrence of natural and unnatural circumstances, or other disasters;

2. The existence of a major maintenance problem that constitutes a serious danger to the health and safety of a resident that cannot be repaired in a reasonable period of time or while the apartment is occupied; or
3. To alleviate verified medical problems of a life threatening nature; or
4. To protect members of a household from attack or reprisal by the criminal element in a particular property or neighborhood, who are victims of or witnesses to crimes and face reprisals as documented by law enforcement in which:
 - a. Family member(s) are the victim or witness of actual or threatened criminal activity that occurred recently and is of a continuing nature; and
 - b. The family member has provided information on criminal activities to law enforcement agency; and
 - c. Based on a threat assessment, a law enforcement agency recommends rehousing the family to avoid or minimize a risk of violence, attack or reprisal against family members for providing such information.
5. To protect members of a household who have been victims of one or more hate crimes in which:
 - a. The family wishes to transfer from the unit because of such crime or the fear associated with such crime has destroyed the family's peaceful enjoyment of the unit; and
 - b. The hate crime involved occurred recently or is of a continuing nature.
 - c. "Hate crime" means actual or threatened physical violence or intimidation that is directed against a person or his property and that is based on the person's race, color, religion, sex, national origin, handicap or familial status.

Modernization, Revitalization, Rehabilitation, Disposition or Demolition

Modernization, Revitalization, Rehabilitation, Disposition or Demolition transfers are PRHA initiated and are mandatory.

PRHA will relocate a resident family with reasonable written notice when the apartment or property in which the resident family lives is undergoing major modernization or rehabilitation that requires the apartment to be vacant or the apartment is being disposed of or demolished.

If PRHA relocation plan calls for transferring Public Housing families to other Public Housing units, affected resident families will be given reasonable written notice and placed on the Transfer Waiting List.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if applicable under the Uniform Relocation Act provisions, and may be allowed to return to their apartment, depending on the established contractual and legal obligations, once revitalization or rehabilitation is complete.

Administrative Transfers

Administrative Transfers are transfers that are non-emergency in nature and are the result of changes in family composition, property designation, or policy changes implemented by PRHA. The following constitutes Administrative Transfers:

- Occupancy Standards/Over-Housed/Under-Housed
- Designated Housing Voluntary Transfers
- Families with Minor Children Living in High Rise Buildings
- Inter-Program Transfers
- Incentive Transfers
- Employment Incentive Transfers
- Resident requested Transfers

Occupancy Standards/Over-Housed/Under-Housed

PRHA will transfer resident families when the family size has changed and the family is now larger (under-housed) than the PHA's maximum number of persons per unit standard or smaller (over-housed) than the minimum number of persons per unit standard for the unit the family is occupying. Occupancy Standards transfers may be initiated by PRHA or the resident. Occupancy Standards transfers are mandatory.

Designated Housing Voluntary Transfers

Families living in a building that is designated for a different family type (i.e., an elderly family living in a building designated for non-elderly disabled families) may request a transfer to a building that is designated for their family type.

Families with Minor Children Living In High Rise Buildings

PRHA high rise buildings are typically designated elderly. From time to time families living in these buildings will add minor children to their households. PRHA will initiate transfers for families living in high rise buildings who add minor children to the household. Transfers from high rise buildings due to the addition of minor children are mandatory.

Inter-Program Transfers

Inter Program Transfers are implemented when a Public Housing Residents transfers from Public Housing to the Housing Choice Voucher program. Public Housing residents who qualify for Inter-Program Transfers will be placed on the HCV Wait List and offered a voucher in accordance with HCV Wait List preferences and admission policies. Families must meet program eligibility and transfer screening requirements in order to secure this type of transfer. If the resident's rent is not current, they will not be able to complete the transfer process until the past due balance is paid in full. This will be subject to approval by the Housing Supervisor on case by case basis.

Incentive Transfers

Incentive transfers will be offered to residents who have good rental and lease compliance histories and want to move to units other than those they currently occupy.

In the event of re-occupancy of a PRHA site, Petersburg Redevelopment and Housing Authority may occupy recently modernized, rehabilitated or revitalized and scattered site units through an incentive transfer process. Depending upon PRHA's vacancy status, modernized units may be filled with incentive transfers, new applicants, or a combination of both. PRHA reserves the right to fill units of the above types in a manner that has the least impact on vacant units.

In order to be considered for an incentive transfer the following criteria must be met:

1. Resident request for incentive transfers must be made to the Property Manager or their designee.
2. Property Managers may recommend a resident for an incentive transfer.
3. Residency in a PRHA development for at least two years.
4. Rent Payment History: The resident has not paid rent late more than 3 times in a year, nor does the resident have an unpaid balance owing rent, damages, or other charges unless previous arrangements for repayment have been made and at least 9 months of regular payments are verified as current. Late rent payments are defined as rent paid late in accordance with the lease provisions.
5. Utility Bills: For developments with resident paid utilities, residents will have no outstanding or current delinquent debts owed to a utility provider. An allowance will be made for residents who provide proof of being on a payment plan, in good standing and that the utility provider is willing to establish an account in the resident's name.
6. Criminal Activity/Drug Activity: The resident or household member has no prior felony convictions or been evicted from any Federally-assisted housing for drug-related activities in the past three years: (1) Felony convictions will be screened in accordance with the chapter on Eligibility and Screening. (2) The resident or family member is not currently engaged in illegal drug use. Exceptions may be made for residents enrolled in recognized rehabilitation program. (3) The resident or family member is not currently engaged in criminal activity. (4) The resident or family member is not registered on any states' sex offender registry.
7. Good housekeeping Habits: Good housekeeping habits substantiated by favorable annual, interim, preventive maintenance inspection forms and work order requests documented in the resident's file. The resident's housekeeping practice must not interfere with the health, safety and sanitary environment of self, families and/or others by creating hazardous conditions to the unit, including conditions that may exhibit foul odors, dirty and/or disarrayed, unattractive surroundings.
8. Income and Family Composition: No previous misrepresentation of income and family composition documented in the tenant file by refusal to cooperate fully in all aspects of the annual/interim review process, failure to provide previously requested documentation to complete the annual/interim review and supplying fraudulent information relative to total family income and total family composition.
9. Destruction of Property: No willful destruction of PRHA or other landlord property is documented in the resident's file. This includes all members of the household and visitors.
10. History of Disruptive Activities: No record of investigated and proven complaints of disruptive activities taking place in the household. No history of founded disturbances that

resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violations in the resident's file. This includes all members of the household and visitors. Complaints must be documented in the resident's file. Disruptive activities are those which interfere with the health, safety, security or right to peaceful enjoyment of the premises by other residents.

11. Resident /Primary leaseholder who has not violated his/her lease agreement with PRHA
12. Resident/Primary leaseholder who is employed (at least 30 hours per week), enrolled in job training program, or other educational activity that will lead to employment. Exemption is made for the following:
 - a. Elderly ages 62 and older
 - b. Disabled, per federal and state definitions
 - c. Primary caretaker of a disabled individual and parents with young children under one year old.
13. All household members who are 18 years of age and older must be employed, attending school as a full time student, or enrolled in an approved job training program.

No exceptions will be granted for the criteria established for Incentive Transfers. Selection for Incentive Transfers may be done through a lottery process.

Premier Properties

The Authority intends to conduct a feasibility study on and may create a new designation for new, rehabilitated, or modernized properties as "Premier Properties" or any other such designation assigned to PRHA public housing communities and/or houses which are developed, acquired or properties which through large scale capital improvement programs have undergone major systems upgrading, redevelopment substantial modernization or rehabilitation.

PRHA intends to establish a new or separate aggregate weighted ranking preference and/or separate waiting list for applicants to PRHA public housing communities and/or houses which it may designate as "Premier Properties or any other such designation.

If established, transfers to properties of this nature will be handled in accordance with the procedures outlined above for incentive transfers and residents must comply with any site specific residency requirements established for the property.

PRHA currently do not have "Premier Properties".

Resident-Requested Transfers

Residents are required to provide reliable documentation of the reason for a resident initiated transfer. If verification for the reason for transfer is not provided, the request for transfer will be denied. Such verifications may include the following:

1. Third party verification from a healthcare provider verifying the need for the transfer based on the disability of a member of the household
2. Medical reports
3. Proof of familial relationship or custody;
4. Divorce decree;

5. Change in family composition

Resident households who have requested transfers will undergo screening to determine if the household is in “good standing.” Households must be in “good standing” in order to be placed on the transfer wait list, unless PRHA waives this requirement. PRHA may waive the “good standing” requirement when it determines that the transfer is essential. Emergency transfers may be initiated prior to the completion of the good standing determination.

In order to be determined to be in “good standing” the household must:

1. Have been current on rent without an unpaid balance at any time in the 12 months prior to the request for transfer;
2. Have been compliant under a repayment agreement that was initiated more than 12 months prior to the transfer request;
3. Have been compliant under a repayment agreement that was initiated less than 12 months prior to the transfer request;
4. Have been compliant with the terms of the dwelling lease and any additional terms required to be added to the lease by Federal law;
 - a. Only lease violations that occurred within the last 12 months from the date of transfer request will be considered. Violations older than 12 months from the date of transfer request will be considered only if the violations are repeated and/or serious in nature. Violations of the lease must be documented by notices of lease violations and filed in the residents’ folder.
5. Have met housekeeping standards by meeting the following criteria:
 - a. No housekeeping violations.
 - b. No history of destroying, defacing, damaging, or removing any part of a unit or development as documented by housekeeping inspection reports, counseling sessions, or work order reports.

Reasonable Accommodation Transfers

Consistent with its Reasonable Accommodation Policy, PRHA will transfer resident families with a member that has a verifiable disability that requires an accommodation that cannot be reasonably provided in the family’s existing apartment. Examples of the types of Reasonable Accommodation requests warranting a transfer may include:

- The need to be in a ground floor apartment or an apartment with an accessible path if a household member is unable to climb stairs.
- The need for a fully accessible apartment.
- The need to be located near a required treatment facility or to be closer to transportation in order to get to a required treatment facility.
- The need for a live-in aide.

In accordance with PRHA Reasonable Accommodation policy on occupying accessible units, in the event an apartment with accessible features is occupied by a family that does not require those features, PRHA will initiate a transfer when a disabled resident or applicant requiring the accessible

apartment is identified and a non-accessible apartment without accessible features becomes available.

Non-disabled families living in units with accessible features will be given 30 days' notice when a disabled resident or applicant is identified who needs the features in the apartment.

These types of transfers are initiated by PRHA and are mandatory for the resident.

Chapter 10: Denial of Assistance and Lease Terminations

10.1 Evidence and Considerations

Evidence of criminal activity includes, but is not limited to engaging in and/or any record of convictions, arrests, or evictions for suspected criminal activity of household members within the past 5 years.

PRHA will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by PRHA inspectors and/or investigators, and evidence gathered from PRHA incident reports.

PRHA will consider the following factors prior to making its denial or termination decision:

- Evidence of the applicant or resident's participation in or willingness to participate in social service or other appropriate counseling service programs
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
 - PRHA will require the applicant/resident to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.
- Whether the cause of the unfavorable information may be that the applicant/resident is the victim of domestic violence, dating violence, sexual assault or stalking.
 - PRHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to a unit, a prior arrest record) that would warrant denial under PRHA's policies. Therefore, if PRHA makes a determination to deny admission to an applicant family, PRHA will include in its notice of denial/termination a statement of the protection against denial provided by VAWA, a description of PRHA confidentiality requirements.
 - A request that an applicant/resident wishing to claim this protection submit to PRHA documentation meeting the specifications below with her or his request for an informal hearing for an applicant and a grievance hearing for a resident.
- The existence of mitigating factors, such as loss of employment or other financial difficulties.

- If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission or termination of assistance, PRHA will determine whether the behavior is related to the disability. If so, upon the family's request, PRHA will determine whether alternative measures are appropriate as a reasonable accommodation. PRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial or termination.

As a condition of receiving or keeping assistance, a family may agree to remove the culpable family member from the application or unit. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit. An incarcerated culpable family member may not be an applicant, resident or guest for five years from incarceration release date. The family must present evidence of the former family member's current address upon PRHA request.

10.2 Denial of Assistance

In addition, HUD requires or permits the PHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part. The PHA's authority in this area is limited by the Violence against Women Act of 2013 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking [24 CFR 5.2005(b)].

This part covers the following topics:

- Required denial of admission
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault, or stalking
- Notice of eligibility or denial

PRHA is required to deny admission if the applicant has:

- Engaged in criminal activity
- PRHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to a peaceful enjoyment of the premises by other residents.
 - In determining reasonable cause, PRHA will consider all credible evidence, including but not limited to, any record of convictions, arrests or evictions of household members related to the use of illegal drugs or the abuse of alcohol. PRHA may, at its discretion, also consider evidence from treatment providers or community-based organizations providing services to household members.

- Any member of the household has been evicted from federally assisted housing in the last 5 years for drug related criminal activity.
- Any household member is currently engaged in or has engaged in the use of illegal drugs in the past 5 years.
- Any household member has ever been convicted of drug related criminal activity for the production or manufacture of methamphetamine in any location, and/or on the premises of federally assisted housing.
- Any household member is currently registered as a sex offender under any State registration requirement, regardless whether it is for life time or not.
- The family fails to provide required documentation and/or fails to sign and submit any required consent forms.
- The head of household and/or spouse or co-head has been evicted from federally assisted housing in the last five years for anything other than drug related criminal activity.
- Any other HUD required reason.

PRHA will deny admission to an applicant family if PRHA determines that any household member is currently engaged in, or has engaged in any of the activities within the past five (5) years.

- Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Criminal activity that may threaten the health, safety or welfare of other residents.
- Illegal possession/discharge/display/carrying of firearm or illegal weapon/ deadly weapon.
- Assault, aggravated assault, assault by threat, stalking.
- Physical violence to persons or property, or criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another
- Other criminal activity means a history of criminal activity involving crimes of actual or threatened persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents, including the possession of illegal fire arms.
- If an applicant has one offense of a Class C misdemeanor within the past five years, PRHA will not deny the applicant. More than one Class C misdemeanor will be considered a pattern (for the purpose of determining eligibility) and the applicant may be subject to denial based on the nature of the offenses.
- Criminal activity that may threaten the health or safety of PRHA staff or contractors.
- Criminal and/or sexual conduct, including but not limited to: capital murder, murder/manslaughter, kidnapping, child molestation, rape or crimes of a sexual nature, incest, gross lewdness, arson.

- Three or more arrests or convictions of alcohol-related criminal activity, including Driving under the Influence and Public Intoxication.
- Burglary of a Habitation.
- Civil disobedience
- Has a pattern of unsuitable past performance in meeting financial obligations, including rent.
- Has been evicted for non-payment of rent at a federally subsidized housing program within the past five years.
- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents.
- Has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances).
- Owes rent or other amounts to this or any other PRHA or owner in connection with any assisted housing program.
- Misrepresented or does not provide complete information related to eligibility, including income, expenses, family composition or rent.
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The applicant or any member of the applicant household is a former resident of a public housing authority, or a former resident in the Housing Choice Voucher program, who had a record of lease violations or whose tenancy was terminated by the Housing Authority or private landlord. No previous resident may be readmitted unless all previous amounts owed have been paid to public housing authority; but payment of such debt does not necessarily entitle an applicant to eligibility under this section unless PRHA has agreed in writing to grant eligibility upon payment of amounts due.
- Has engaged in or threatened violent or abusive behavior toward PRHA personnel
 - Abusive or violent behavior towards PRHA personnel, contractors, subcontractors or agents; includes verbal as well as physical abuse or violence. Use of racial insult, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- A pattern of abuse of alcohol, including, but not limited to, public intoxication and driving while intoxicated. A pattern (for the purposes listed above) consists of three or more incidences, with a minimum of one incident occurring within the past five years.
- Any other HUD required reason.

Notice of Denial

PRHA will notify applicant families in writing of any decision to deny assistance.

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, PRHA will notify the family in writing of the proposed denial and provide a copy of

the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact PRHA to dispute the information within that 10 day period, PRHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Denial of Assistance for Noncitizens

Link: [24 CFR 5.514\(d\)](#)

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and PRHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. Verification of non-citizens having temporary status will need to be re-verified prior to the expiration date. [[24 CFR 5.508\(g\) \(5\)](#)]

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing. Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

A pro-rata reduction in housing assistance will be made for all persons in the participant family who do not have either citizenship or eligible immigration status.

If, within 10 calendar days of the eligibility interview the family fails to submit the required documentation or to complete the required forms and certifications, the family will be determined to be ineligible.

When PRHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 calendar days of the determination. The notice will explain the reasons for the denial of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with PRHA within 10 business days. The informal hearing with PRHA may be requested in lieu of the USCIS appeal, or at the

conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

10.3 Informal Hearing Policy

Link: [24 CFR 960.208](#)

If an applicant for housing owned or operated by the Authority is determined to be ineligible for admission or not qualified for an Authority preference, the applicant has the right to question the reason for such determination. The Property Manager will state the reason for such determination in a letter to the applicant; however, the applicant may want verification, or may disagree with the reason. If this is the case, the applicant may request an informal review to review the matter.

Within 10 business days of being notified of ineligibility, the applicant must notify the Property Manager Office in writing to request an informal review. Upon receipt of the written notification, the Housing Supervisor will schedule a meeting, if applicable, at a time of mutual convenience to reconsider the determination. If the applicant is still not satisfied with the determination made, the request will then be forwarded to the Hearing Officer who will send a letter confirming the hearing date and time within 10 business days from the receipt of the request from the Property Manager Office.

The applicant will have the right to bring evidence, witnesses, legal, or other representatives at their expense. They will also reserve the right to review any related documents in the possession of the Authority and obtain copies at their own expense (25 cent per page). The Hearing Officer should be notified at least two days prior to the hearing of copies of any documents of evidence being used during the hearing, and of the applicant's intent to bring witnesses, legal or other representatives.

At the informal hearing, the Hearing Officer will review the reason for the determination and the applicant will be given an opportunity to state his or her concerns. If during the hearing additional documentation is requested, the applicant will have 5 calendar days to submit the information. Failure to do so will result in a decision being made without the requested information. Within 15 business days from the date of the hearing, the Hearing Officer will render a decision as to whether the applicant should be given further consideration for admission or qualifies for preference. The applicant will be notified of the decision in writing, including a brief summary of the hearing, and a copy will be placed in the applicant's file. Whether in favor of the applicant or the Authority, all decisions will consider the law, HUD regulations, or Authority policy and procedure, and will not affect whatever rights the applicant may have to further appeals or a trial de novo in judicial proceedings.

10.4 Lease Terminations

Link [24 CFR 966.4](#)

Resident Initiated Terminations

1. **Required Notice:** Before a resident vacates the unit, the resident is required by the lease to give a 30-day written notice terminating the lease to the management office. The resident's obligation to pay rent continues until the end of the notice period and the keys are returned to Management, except if the unit is re-rented sooner (see 5. below).
2. **Vacates Due to Death, Illness, or Nursing Home Admission:** In general, a 30-day written notice from a family member will be required (see A.1 above). However, the management staff will attempt to balance the needs of the family at the time of crisis against the need for time to prepare and re-rent the unit. The Housing Supervisor may allow more time if circumstances warrant it.
3. **Moving Without Notice:** If a resident moves without giving proper notice (known as a "skip") or does not return the keys to Management, the resident may be sent an abandonment notice specifying the date management became aware of the "skip" and follow up with legal action to recover the unit.
4. **Negotiated Vacates or Evictions:** Occasionally a vacate date is negotiated as part of a court settlement, a hearing settlement, or to avoid a termination action or if the Resident is evicted. In these cases, no further written notice is required.
5. **Rent Cut-off Dates:** Rent will be charged through the effective date of the vacate notice. If the resident vacates before the end of notice period, turns in the keys to management, the unit is readied, and the unit is re-rented to a new resident before the end of the notice period, the vacating Resident will not be liable for rent from the date the new resident signs the lease for that unit until the end of the notice period.

Effect of Giving Notice to Vacate:

1. Except as provided in #2 below, once a resident has given written notice to PRHA management that he or she is terminating the dwelling lease and vacating his or her unit, the resident will not be allowed to cancel, revoke, or otherwise change the notice.
2. If the unit has not been shown and accepted for re-rental by a new or transferring resident, the vacating resident may request PRHA management to agree to an extension of the vacate date or, in a case of hardship, may request management to allow the notice to be cancelled by the resident. Any agreement to a change in the vacate date or a cancellation of the notice is at the discretion of management and will be made in writing.
3. If a resident fails to vacate the unit on the vacate date stated in the notice to management or as otherwise agreed in writing between the resident and management, management may file an Unlawful Detainer action in court alleging an illegal holdover past the termination of the lease.

PRHA Terminations

Termination of Lease for Nonpayment of Current or Retroactive Rent

If payment of rent due is not made in the manner provided in the procedure “Payment of Security Deposit, Rent and Other Charges Procedure” the Property Manager shall proceed to terminate the lease as indicated in that procedure. If retroactive rent becomes due, the Resident must promptly pay such rent. No extension of payment of retroactive rent will be made except as provided for under the hardship provision of payment of security deposit, rent, and other charges. Procedure for termination for nonpayment of retroactive rent is the same as termination for current rent.

Timing of Notice: If rent is not paid in full by the fifth day of the month, a Late Payment Notice and a Notice of Termination, terminating the dwelling lease in 14 days will be sent to the resident. After the expiration of the 14-day period, an Unlawful Detainer will be filed against the resident in the appropriate court.

State Law Regarding Termination for Non-Payment: The Unlawful Detainer will be served on the resident household. Virginia statutes governing Unlawful Detainer actions and hearings and procedures will be followed.

Writ of Eviction; Physical Eviction: If the court rules in the PRHA’s favor and issues a writ of eviction and the writ of eviction is served on the resident, acceptance of the rent payment is at the discretion of management and the resident must voluntarily move or be physically moved out in the presence of the sheriff.

A resident can stay eviction once within a 12 month period by paying the total amount past due to PRHA. If a resident should again be served a Notice of Termination for failure to pay rent according to PRHA policy, the eviction may not be stayed by payment of the past due amount.

Consideration of Termination of Lease for Violations Other Than Non-Payment of Rent

When it becomes necessary to consider termination of a lease for other than nonpayment of rent, and prior to sending a termination notice, management may meet with the tenant, or make reasonable efforts to arrange such a meeting, to determine the reason for failure to comply with the lease. Management will notify the Resident in writing that the lease may have been breached and request a meeting with him. If the breach is for unsatisfactory housekeeping, procedure “Unsafe and Unsanitary Housekeeping” shall apply. At the meeting, the Property Manager shall obtain sufficient facts from the resident so that he can determine whether or not the lease has been breached. If the Property Manager is unable to confirm the alleged breach of the lease, he shall document the incident in detail, but will take no further legal action on the matter at that time.

If the breach is the result of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a resident’s household or any guest or other person under the resident’s control then VAWA protections may be enacted. All families will be

provided with a notice of rights under VAWA upon notification of eviction or termination of assistance.

If the Property Manager determines that there has been a breach, he/she shall provide the resident with appropriate counseling or refer him for counseling in order to cure the breach and to avoid similar, future situations. If the situation has not been corrected following counseling, the Property Manager will assume that counseling and rehabilitation have failed and will complete a Notice of Termination of Lease stating the date of termination which shall be at least 30 days after the date the notice will be mailed. A copy of Notice of Termination of Lease shall be sent by regular mail. If the resident continues in occupancy after the termination date, the Property Manager will bring an Unlawful Detainer action seeking possession of the premises. The Property Manager will also mail a copy of the Unlawful Detainer to the resident and one will be posted to the resident's door. The reservations of rights will also be sent in accordance with the Virginia Landlords Tenants Act.

Copies of notices, summaries of meetings and counseling sessions, and other pertinent documents will be placed in the tenant's file.

Lease Termination for Cause

The Dwelling Lease may be terminated at any point during tenancy for serious or repeated violations of the lease terms. Management will act promptly to propose termination in serious situations that affect any of the following:

1. Any violent or drug-related criminal activity on, near or off premises;
2. Health and Safety;
3. The property, other residents, staff, or neighbors, or;
4. The well-being of the building, development, or neighborhood.

In cases of repeated violations of the lease, the Property Manager will issue warnings/or counseling and take other actions to assist the resident with lease compliance prior to issuance of a lease termination.

Notice of Lease Termination will be in writing and will be either hand delivered to the resident or an adult member of the resident's household and/or sent by first class mail. The termination notice will give the date by which the Resident must vacate, list the lease provisions violated, describe the specific incident(s) for which the termination is being issued, and indicate any rights the resident may have under tenant's grievance procedure or inform resident if violation is not grievable. The violation if grievable must be requested in writing within ten business days of the termination notice.

In accordance with state law by a preponderance of the evidence if illegal drugs or other illegal items are seized on, near or off the premises, violation of criminal activities or drug-related criminal activity, this is considered an emergency and termination may be immediate. In cases where PRHA management determines that there may be a serious threat to the health or safety of others, that is also considered an emergency termination. The termination notice will be effective in a reasonable

time, usually 24 to 72 hours, considering the seriousness of the situation. In all other terminations for cause other than nonpayment of rent, the resident will be given at least 30 days' notice of the termination.

In cases of emergency terminations, the resident is excluded from the Tenants Grievance Procedure. This exclusion does not affect any rights the resident might have in an appropriate judicial proceeding. In 30 day terminations for cause, the resident may request a personal conference and/or a grievance hearing in accordance with the Tenants Grievance Procedure unless it is a non-remediable violation. A copy of the Tenant Grievance Procedure will be provided to the resident with the Notice of Termination.

If a resident does not vacate by midnight on the effective date of the termination notice and no other agreement between resident and management has been negotiated, an Unlawful Detainer will be filed in the appropriate court. A Writ of Eviction may be issued by the court and served on the resident. If the resident still does not return the property to PRHA by vacating, the resident will be physically moved in the presence of the Sheriff.

If a resident is absent from the unit for at least seven consecutive calendar days, and rent is unpaid, the Property Manager may enter the dwelling unit to check for damages or emergencies in order to protect the Authority's property. The Property Manager shall immediately after such determination send the Resident notice advising the Resident that absent a response within seven calendar days of the date on the letter, the Authority will conclude the Resident has moved/abandoned unit. In this case, PRHA will take possession of the abandoned unit and consider any property left by the Resident abandoned and dispose of in accordance with Virginia State Tenant and Landlord Act.

Non-Renewal of Lease

- **Reasons for Non-Renewal:** Serious or repeated violations of the Dwelling Lease, including chronic late payment of rent, failure to comply with community service program, record of disturbing other residents, failure to pay on other charges, unsafe and unsanitary housekeeping, are grounds for non-renewal of the lease.
- **Timing of a Non-Renewal of a Lease:** 60 days prior to the effective date of the annual reexamination, the Property Manager will review the tenant's file to determine if there is cause for non-renewal. If there is sufficient cause, the manager will send the Resident a notice denying the renewal of the lease and informing the Resident that he or she must vacate the dwelling unit by the end of the month following the month in which the notice is given.
- **Rights to Hearing:** Residents who are notified of the non-renewal of their lease have a right to a hearing in accordance with the Tenants Grievance Procedure. The non-renewal notices will include a notice of the right, and must be filed in writing within ten business days of the termination notice.

Termination Notices

PRHA will attempt to deliver notices of lease termination directly to the resident or an adult member of the household. If such attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include a statement of the protection against termination provided by the [Violence against Women Reauthorization Act of 2005](#) (VAWA) for victims of domestic violence, dating violence, sexual assault or stalking. The notice will also include a copy of [HUD form 50066 \(alternate languages\)](#), Certification of Domestic Violence, Dating Violence, or Stalking.

PRHA will give written notice of 14 calendar days for nonpayment of rent. For all other lease terminations PRHA will give 30-days written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

Expedited Notice (Notice of Violation of Lease with Intent to Terminate) is served in cases of drug-related criminal activity, criminal activity, or any activity of an extreme nature that pose a threat to the health/safety of others including but not limited to a threat to the safety of staff.

Over Income Residents

Link: [24 CFR 960.261](#)

PRHA annually reviews each household's income. If upon review of the household's income PRHA determines that the current annual income exceeds the eligibility limit, then PRHA will provide the resident written notice that states:

1. Household's current annual income and the current low income limit for eligibility for public housing;
2. Lease renewal at next reexamination is contingent upon household's annual income being equal to or less than the income limit;
3. The household may request a grievance hearing on PRHA's determination, in accordance with [24 CFR Part 966, Subpart B](#) and that resident may exercise any available judicial remedy to seek timely redress for the PRHA's nonrenewal of the lease because of such determination.

PRHA may initiate due process against households following the second reexamination in which the family's current annual income exceeds the eligibility limit.

10.5 Payment Agreements

A Payment Agreement as used in this ACOP is a document entered into between PRHA and a person(s) who owes a debt to PRHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to PRHA upon default of the agreement. Payment Agreements will be administered by the development to which the debt is owed.

For payment of the charges, PRHA may:

1. Request the family to pay the debt in full.
2. Request the family to pay one-half (1/2) of the full amount owed and enter into a repayment agreement for the balance to be paid within 12 months or
 - a) If the family is unable to comply with payment under (1) or (2), a repayment agreement may be considered as follows:
 - i) 1/4th of the total balance owed is paid with a money order and the balance paid within 12 months,
 - b) Repayment agreements for large retroactive charges shall be at the discretion of the Housing Supervisor or authorized designee. With exception of extreme circumstances, all repayment agreements must be paid within a maximum of twelve (12) months.

There are some circumstances in which PRHA will not enter into a payment agreement. They are:

- If the family already has a payment agreement in place and/or had a payment agreement.
- If PRHA determines that the family has committed program fraud.
- If PRHA determines that the debt, due to fraud or failure to report income, is so large that the monthly payment cannot be agreed upon.
- If the family payment history is poor.

Guidelines for Payment Agreements

Payment agreements will be executed between PRHA and the head of household only. Monthly payments may be decreased in cases of hardship with prior notice of the family circumstances, verification of the hardship, and the approval of the Housing Supervisor.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:

- Reasonable Accommodation
- Family size exceeds the maximum occupancy guidelines
- A natural disaster

Additional Monies Owed

If the family has a payment agreement in place and incurs an additional debt to PRHA, PRHA will not enter into more than one payment agreement at a time with the same family.

10.6 Evictions

PRHA Dwelling Lease is a yearly lease and may be terminated by either party with proper notice. Lease terminations may be voluntary on the part of the resident. PRHA may refuse to renew the lease at the time of reexamination, or it may initiate a termination action against a resident for non-payment of rent, for serious or repeated violations or for other good cause.

Eviction Information

A written record of every termination and/or eviction will be maintained by PRHA and will contain the following information:

- Name of resident, number and identification of unit occupied
- Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently
- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail
- Date and method of notifying the resident
- Summaries of any conferences held with the resident including dates, names of conference residents, and conclusions

10.7 Grievance Policy

Grievance is defined as any dispute a resident may have with respect to a PRHA action or failure to act in accordance with the individual resident's lease or PRHA regulations that adversely affects the individual resident's rights, duties, welfare, or status.

PRHA has established a Public Housing Grievance Policy and Procedure that includes, but is not limited to, applicability of rules, an explanation of the grievance process, identification of applicable time lines, and procedures governing the hearing.

The Public Housing Grievance Policy and Procedure is provided to residents at the time the lease is signed and is also available at PRHA office.

Grievances related to any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents, neighbors, or employee of PRHA (to include but not limited to drug related criminal activity on or off the premises or alcohol abuse) are excluded from the Grievance Procedures.

The grievance decision will be based only on evidence presented at the grievance hearing by both parties. Evidence presented after the grievance hearing will not be considered. Extensions for evidence will not be granted.

PRHA grievance procedure will be incorporated by reference in the resident lease. PRHA grievance procedure is stated in PRHA Informal Hearing and Grievance Procedure.

Escrow Deposits

Before a grievance hearing is scheduled for any grievance involving the amount of rent that PRHA claims is due, the family will pay an escrow deposit to PRHA. PRHA will waive the requirement for an escrow deposit where the family has requested a financial hardship exemption from minimum rent requirements. These requirements may also be waived by PRHA in extenuating circumstances.

Grievance Hearing

PRHA has determined that it will use a Hearing Officer/Hearing Panel of the grievance regulations to hear the grievance and render a decision. The Hearing Officer/Hearing Panel shall be impartial

persons, selected by PRHA, other than a person who made or approved the action under review or a subordinate of such person.

If the Grievance involves the amount of rent or other charges claimed by the Authority to be due, the Complainant shall pay to the Authority all amounts claimed by the Authority to be due as and when such amounts become due under the Dwelling Lease. The amounts so paid will be held in escrow by the Authority until the Grievance is resolved by decision of the Hearing Officer/Hearing Panel. In extenuating circumstances, the escrow requirement may be waived by the Authority. Unless so waived, the failure of the Complainant to make the escrow payments shall result in the termination of the Grievance proceedings.

1. General Rule - Complainant will not be granted a formal hearing for any grievance involving the amount of rent PRHA claims is due, if by the scheduled date of complainant's formal grievance hearing, complainant has not paid to PRHA an amount equal to the amount of rent due and owing under his/her lease as of the first day of the month preceding the month in which PRHA's alleged act or failure to act took place. Complainant thereafter shall pay this same amount of monthly rent to PRHA until the complainant's grievance is resolved by a decision of the Hearing Officer/Hearing Panel. PRHA shall keep those payments in an escrow account until authorized to disburse them in accordance with subsection 3 of this paragraph.
2. Exception to General Rule - PRHA may not require an escrow deposit whenever a complainant requests a formal grievance hearing to review PRHA's determination denying or limiting the complainant's claim to a financial hardship exemption. Likewise, PRHA may not require a complainant to pay an escrow deposit for the portion of the complainant's rent attributable to imputed welfare income when the complainant has requested a grievance hearing to review PRHA's calculation of the amount of imputed welfare income attributed to the complainant's household for purposes of determining the tenant's rent.
3. Disbursement of Escrow Funds - After the decision of the Hearing Officer/Hearing Panel, any monies owed to PRHA and held in escrow shall be transferred to the appropriate account. If the decision of the Hearing Officer/Hearing Panel results in any monies being due PRHA by complainant in addition to the amount held in escrow, a written agreement shall be made between complainant and Management for payment.
 - a. If the decision of the Hearing Officer/Hearing Panel results in any monies being due complainant by Management, such amount shall be paid in full to the complainant by check within ten (10) business days after the decision has become binding upon Management.

Chapter 11: Program Integrity

PRHA is committed to assure that the proper level of benefits is paid to all residents, and that housing resources reach only income-eligible families so that program integrity can be maintained. PRHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the PRHA's policies for the prevention, detection and investigation of program abuse and Resident fraud.

Under no circumstances will PRHA undertake an inquiry or an audit of a Resident family arbitrarily or retaliatory. PRHA's expectation is that Resident families will comply with HUD requirements, provisions of the lease, and other program rules. PRHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, PRHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor residents' lease obligations for compliance and, when indicators of possible abuse come to PRHA's attention, to investigate such claims.

PRHA will initiate an investigation of a Resident family only in the event of one or more of the following circumstances:

- Referrals, Complaints, or Tips. PRHA will follow up on referrals from other agencies, companies or persons which are received by mail, or in person, which allege that a Resident family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the Resident file.
- Internal File Review. A follow-up will be made if PRHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, PRHA's knowledge of the family, or is discrepant with statements made by the family.
- Verification or Documentation. A follow-up will be made if PRHA receives independent verification or documentation that conflicts with representations in the Resident file (such as public record information or credit bureau reports, reports from other agencies).

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and Resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by Resident families.

1. *Things You Should Know*: The program integrity bulletin ([form HUD-1140-OIG](#) created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

2. *Program Orientation Session:* Mandatory orientation sessions will be conducted by Housing Management at the time of initial occupancy. At the conclusion of all New Resident Orientation sessions, the family representative must sign all applicable forms to confirm that all rules and pertinent regulations were explained to them.
3. *Resident Counseling:* PRHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
4. *Review and Explanation of Forms:* PRHA will explain all required forms and review the contents of all (re)certification documents prior to signature.
5. *Use of Instructive Signs and Warnings:* Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.
6. *Third-Party Verifications:* PRHA will use third party verification whenever possible, and if using Resident supplied or other documents for verification purposes, PRHA will document the attempts to obtain third party verification

11.1 Detecting Errors and Program Abuse

PRHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. *Quality Control File Reviews:* Prior to initial certification, and at the completion of all subsequent recertification, each Resident file will be reviewed. Such reviews shall include, but are not limited to:
 - a. Changes in reported Social Security Numbers or dates of birth.
 - b. Authenticity of file documents.
 - c. Third party and other verifications
 - d. Differences between reported income and expenditures
 - e. Review of signatures for consistency with previously signed file documents
2. *Observation:* PRHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.
3. *Public Record Bulletins:* may be reviewed by Management and Staff.
4. *State Wage Data Record Keepers:* Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart
5. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.
6. *Use of EIV and Third-Party Computer Matching Verification:* PRHA shall use the Enterprise Income Verification and other computer matching systems for the determination of income, and other information that is available through computer matching.
 - a. *Credit Bureau Inquiries:* Credit Bureau inquiries may be made (with proper authorization by the tenant) at the time of final eligibility determination when a tenant's expenditures exceed his/her reported income and no plausible explanation is given.

For each investigation PRHA will determine

- Whether an error or program abuse has occurred
- Whether any amount of money is owed PRHA
- What corrective measures or penalties will be assessed

11.2 Consideration of Remedies

Once a program violation has been documented, PRHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance
 - a. This category applies when the Resident "fails to" observe a procedure or requirement of PRHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:
 - i. Failure to appear at a pre-scheduled appointment.
 - ii. Failure to return verification in time period specified by PRHA.
 - b. In such cases a notice will be sent to the family which contains the following:
 - i. A description of the non-compliance and the procedure, policy or obligation which was violated.
 - ii. The date by which the violation must be corrected, or the procedure complied with.
 - iii. The action that will be taken by PRHA if the procedure or obligation is not complied with by the date specified by PRHA.
 - iv. The consequences of repeated (similar) violations.
2. Procedural Non-compliance - Retroactive Rent
 - a. When the Resident owes money to PRHA for failure to report changes in income or assets, PRHA will issue a Notification of Underpaid Rent. This Notice will contain the following:
 - i. A description of the violation and the date(s).
 - ii. Any amounts owed to the PHA.
 - iii. The right to disagree and to request an informal hearing with instructions for the request of such hearing.
 - b. Resident Fails to Comply with PRHA's Notice. If the Resident fails to comply with PRHA's notice, and a material provision of the lease has been violated, PRHA will initiate termination of tenancy.
 - c. Resident Complies with PRHA's Notice. When a Resident complies with PRHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision that was violated. The staff person will document to the Resident file that the Resident has complied.
3. Intentional Misrepresentation
 - a. When a Resident falsifies, misstates, omits or otherwise misrepresents a material fact that results (or would have resulted) in an underpayment of rent by the tenant, PRHA will evaluate whether or not:
 - i. the Resident had knowledge that his/her actions were wrong, and
 - ii. that the Resident willfully violated the lease or the law.

- b. Knowledge that the action or inaction was wrong: This will be evaluated by determining if the Resident was made aware of program requirements and prohibitions. The tenant's signature on various certifications, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.
- c. The Resident willfully violated the law: Any of the following circumstances will be considered adequate to demonstrate willful intent:
 - i. An admission by the Resident of the misrepresentation.
 - ii. That the act was done repeatedly.
 - iii. If a false name or Social Security Number was used.
 - iv. If there were admissions to others of the illegal action or omission.
 - v. That the Resident omitted material facts which were known to them (e.g., employment of self or other household member).
 - vi. That the Resident falsified, forged or altered documents.
 - vii. That the Resident uttered and certified to statements at a rent (re)determination which were later independently verified to be false

When PRHA has established that material misrepresentation(s) have occurred, a Resident Conference will be scheduled with the family representative and PRHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by PRHA. The purpose of such conference is to review the information and evidence obtained by PRHA with the tenant, and to provide the Resident an opportunity to explain any document findings which conflict with representations in the Resident file. Any documents or mitigating circumstances presented by the Resident will be taken into consideration by PRHA. The Resident will be given 5 days to furnish any mitigating evidence.

A secondary purpose of the Resident Conference is to assist PRHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, PRHA will consider:

- The duration of the violation and number of false statements.
- The tenant's ability to understand the rules.
- The tenant's willingness to cooperate, and to accept responsibility for
- His/her actions.
- The amount of money involved.
- The tenant's past history.
- Whether or not criminal intent has been established.
- The number of false statements.

Disposition of Cases Involving Misrepresentation

- In all cases of misrepresentations involving efforts to recover monies owed, PRHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:
 - Criminal Prosecution: If PRHA has established criminal intent, and the case meets the criteria for prosecution, PRHA may refer the case to HUD's OIG, and terminate rental assistance.
- Administrative Remedies: PRHA may:
 - Terminate tenancy and demand payment of restitution in full.
 - Terminate tenancy and execute an administrative repayment agreement in accordance with the PRHA's Repayment Policy.
 - Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with PRHA's Repayment Policy.

11.3 Notice and Effective Dates

PRHA will inform the relevant party in writing of its findings and remedies within 15 business days of the conclusion of the investigation.