

**ADMISSION TO AND CONTINUED OCCUPANCY POLICY**

(A C O P)

OF THE

**Housing Authority of the City of Tulsa**

# ADMISSION TO AND CONTINUED OCCUPANCY POLICY

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**STATEMENT OF POLICIES GOVERNING ADMISSIONS TO AND CONTINUED OCCUPANCY OF THE HUD-AIDED LOW-INCOME HOUSING PROPERTIES OPERATED BY THE HOUSING AUTHORITY OF THE CITY OF TULSA**

**SECTION I. DEFINITION OF TERMS**

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

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
2. A group of persons residing together and such group include, but is not limited to:
  - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - (ii) An elderly family;
  - (iii) A near-elderly family;
  - (iv) A disabled family;
  - (v) A displaced family; and
  - (vi) The remaining member of a tenant family.

**B. Elderly Family**

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

**C. Disabled Family**

A family whose head (including co-head), spouse or sole member is a person with a disability.

**D. Live-in-Aide**

A person who resides with an Elderly or Disabled person(s) who:

- a. Is determined by the PHA to be essential to the care and well-being of the person(s).
- b. Is not obligated for support of the person(s).
- c. Would not be living in the unit except to provide necessary support services.
- d. A relative, that is not a minor, can be considered as a live-in aide. *(See Section T.5 for treatment of live-in aide's income).*

## **E. Residual Family Member**

The remaining member of a resident's family, for continued occupancy purposes only. The residual member must be a responsible adult and meet the conditions of Section V, Part B.

Residual family members who do not qualify as elderly as defined, shall be required to transfer to a property other than properties designed for elderly persons as soon as a dwelling of appropriate size becomes available.

## **F. Disabled Person**

A person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.

Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or,
2. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416 (I) (1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he or she has previously engaged with some regularity and over a substantial period of time.

Section 102(b) (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disabilities as:

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

## **G. Displaced Person**

"Displaced person" means a person displaced by life threatening situations governmental action, whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws or a person who is a victim of domestic violence, dating violence, sexual assault or stalking.

## **H. Single Person**

A person living alone or intending to live alone, who does not qualify as an Elderly Family or Displaced Person or as the remaining member of a resident's family. Single persons that meet income limits and other eligibility requirements may now be approvable for residency. In addition, unit sizes of two or more bedrooms may not be utilized to house these single persons.

## **I. Near Elderly Person**

A family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

## **J. Disability Assistance Expenses**

Reasonable expenses that are anticipated during the period in which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled Family member and that are necessary to enable a Family member (including the Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

## **K. Heads of Household, Lessee/Co-Lessees**

Members of the family who are held legally responsible and accountable for the family. Member(s) of the family to whom THA leases a unit and who is/are legally responsible for meeting the obligations of the lease. Husbands and wives, roommates, significant others and /or co-habitants over 18 must be co-lessees. Both lessee and all co-lessees must be present to sign lease.

## **L. Spouse**

The husband or wife of the HEAD OF HOUSEHOLD.

## **M. Full-Time Student**

A person who is carrying a subject load, which is considered full time for any student under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

## **N. Dependent**

A member of the family household, (excluding foster children) other than family head or spouse, who is under 18 years of age or is a disabled person, or is a full-time student.



**O. Child Care Expenses**

Child care expenses are the amounts anticipated to be paid by the family for care of children **12 years of age or under** during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed, look for employment or to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable and necessary charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

**P. Medical Expenses**

Those medical expenses, based on records of payment provided by the resident for the past 12 months which are not covered by insurance, and medical insurance premiums that are anticipated during the period for which Annual Income is computed for an Elderly Family.

**Q. Utility Allowances and Surcharges**

For any housing for which the resident is billed directly for its utility consumption, the cost of utilities is the responsibility of the family occupying the unit. A Utility Allowance will be given unless the resident is on Flat Rent. The allowance amount will be equal to the estimate made or approved by the PHA or HUD of the monthly cost of a reasonable consumption of such utilities for the unit consistent with the requirements of a safe, sanitary, and healthful living environment.

**R. Net Family Assets**

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD Homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income. In determining Net Family Assets, PHA's shall include the value of any business or family asset disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms. Only in Tax Credit units are lump sum payments from Social Security, SSI, and Lottery Winnings included as assets.

## S. Annual Income

Annual income is the anticipated income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or reexamination of income exclusive of certain types of income as provided in Section U of this document.

Annual Income includes but is not limited to:

1. The full amount, before any payroll deduction, of wages and salaries, including compensation for overtime and other compensation for personal services (such as commissions, fees, tips, and bonuses).
2. Net income from operation of business or profession.
3. Interest, dividends, and net income of any kind from real or personal property.

Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of \$5000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. 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, including a lump-sum payment for the delayed start of a periodic payment, except for supplemental security income (SSI) and social security benefits.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. Periodic and determinable allowances, such as alimony and child support payments, regular contributions or gifts received from persons not residing in the dwelling.
7. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other persons whose dependents are residing in the unit. (Exception: the special pay to a family member in the Armed Forces who is exposed to hostile fire shall be excluded).
8. First \$480 of earned income of full-time student over the age of 18 who is not

head of household or spouse.

**NOTE:** If it is not feasible to anticipate level of income over a 12-month period, the income for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

## **T. Exclusions from Income**

### INCOME DOES NOT INCLUDE:

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children.
3. Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and workman's compensation), capital gains and settlement for personal or property losses, and lump-sum payment for the delayed start of a periodic payment for Supplemental Security Income (SSI), Social Security benefits or Veteran's benefits. (see paragraph T.4).
4. Amounts received by the Family that is specifically for, or in the reimbursement of the cost of medical expenses for any family member.
5. Relatives who are considered as live-in aides must be willing to give up any rights to the unit as a remaining member of a resident's family. If the relative/live-in aide wants to have remaining family member status, his or her income will be considered as Annual Income, otherwise a live-in aide's income is excluded.
6. The full amount of student financial assistance paid directly to the student or to the educational institution.
7. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire.
8. Amounts received under training programs funded by HUD; amounts received 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); or, amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
9. Temporary, non-recurring or sporadic income (including gifts).
10. 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 the 1937 Act. The following types of income are subject to such exclusion:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
  - b. Payments to volunteers under the Domestic Volunteer Service Act of 1973.
  - c. Payments or allowances made under the Department of Health and Human Services Low-Income Energy Assistance Program.
  - d. Payments received from the Job Training Partnership Act.
  - e. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.
  - f. Payments received from program funded under Title V of the Older American Act of 1965.
  - g. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
  - h. Earned income tax credit (EITC) refund payments received on or after January 1, 1991.
  - i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.).
  - j. Reparation payments made by foreign governments in connection with the Holocaust.
11. A resident service stipend in a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
  12. Compensation from State or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA.

13. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse).
14. Adoption assistance payments in excess of \$480 per adopted child.
15. Kinship Guardian Assistant Payment (Kin-GA) subsidies to children leaving the juvenile court system to live with a relative or legal guardian.
16. The following definitions apply for purposes of this section:
  - a. Disallowance – Exclusion from annual income.
  - b. Previously unemployed includes a person who has earned, in the twelve months previous to employment, no more that would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
  - c. Qualified family – A family residing in public housing:
    - Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment.
    - Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program.
    - Whose annual income increases as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies, and transportation assistance – provided that the total amount over a six-month period is at least \$500.

During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, THA will exclude from annual income of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.

During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, THA will exclude from annual income

of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

This disallowance of increased income of an individual family member as provided in the two preceding paragraphs of this section is limited to a lifetime 24-month period. It only applies for a maximum of twelve months for disallowance under the first paragraph and a maximum of twelve months disallowance under the second paragraph for a straight 24-month period without regard to employment gaps starting from the initial exclusion under this section.

**The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).**

#### **U. Adjusted Income**

Adjusted income is annual income less:

1. \$480 for each dependent.
2. \$400 for an elderly family.
3. For any Family that is not an Elderly Family but has a Disabled member other than the head of household or spouse, Disability Assistance Expenses in excess of 3% of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older as a result of the assistance to the Disabled Person.
4. For any Elderly Family:
  - a. That has no Disability Assistance Expenses, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed 3% of Annual Income.
  - b. That has Disability Assistance Expenses greater than or equal to 3% of Annual Income, an allowance for Disabled Assistance Expenses computed in accordance with paragraph c. of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses.
  - c. That has Disability Assistance Expenses that are less than 3% of Annual Income, an allowance for combined Disability Assistance Expenses and Medical Expenses that are equal to the amount by which the sum of these expenses exceeds 3% of Annual Income.
5. Childcare expenses.

## **V. Total Resident Payment**

The total resident payment for all families shall be the highest of the following rounded to the nearest dollar:

1. Minimum Rents.
2. 30% of adjusted income up to ceiling rent (maximum rent charged for any particular bedroom size in a particular location).
3. 10% of monthly income.
4. Flat Rents based on bedroom size and locality.
5. Flat rent calculations for mixed income families and their payment must be equivalent to their total tenant payment, even if that payment exceeds the flat rent.

**NOTE:** The amount calculated under this section for total resident payment does not include charges for excess utility consumption or other miscellaneous charges as posted.

## **W. Involuntary Displacement**

1. The applicant has vacated his or her housing unit as a result of recent or continuing threats or actual or threatened domestic violence, dating violence or stalking directed against the applicant by one or more members of the applicant's household including spouse.
2. A law enforcement agency recommends re-housing the family to avoid or minimize the risk of violence against the family as reprisal with appropriate safeguards to conceal the family identity.
3. The applicant has experienced recent actual or threatened physical violence or intimidation based on his/her race, color, religion, sex, national origin or disability.
4. The applicant or a member of the household is in a life-threatening situation due to a medical problem exacerbated by the housing condition.
5. A disaster such as fire or flood that results in the applicant's home being uninhabitable.
6. An activity carried out by an agency of federal, state, or local government that results in the applicant's displacement.

## **X. Homelessness**

For the purposes of this definition, an applicant is considered to be homeless if he/she:

1. Lacks a fixed, regular, and adequate nighttime residence and has a primary

residence that is:

- a. A supervised public or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelters and traditional housing, or;
- b. an institution that provides a temporary residence for individuals intended to be institutionalized, or;
- c. a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

Note: Applicants claiming homelessness for one of the above must provide written documentation from an outreach worker or another established housing or service provider, and for those exiting an institution, they must also provide discharge paperwork from that institution.

3. The homeless condition has lasted for at least 30 days.

#### **Y. Stable Employment**

Stable employment is defined as follows:

1. Applicant or spouse has been employed for one year prior to being approved for housing.
2. School workers off on breaks will be considered as still employed. The rent will not be reduced during the breaks.

#### **Z. Lower Income Family**

A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

#### **AA. Very Low Income Family/ Extremely low Income Family**

A Lower Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Definition of Extremely low-income family: A very low income family whose annual income does not exceed the higher of the poverty guidelines established by the Department of Health and Human Services applicable to family size; or thirty (30) percent



of the median income for the area applicable to the family size, as determined by HUD.

**BB. Temporary Rent**

Rent established on a temporary basis (usually for a maximum of three months) when documentation of information necessary for the establishment of regular rent cannot be obtained.

**CC. Retroactive Rent**

Rent charged for prior months' rent when it is determined that rent charged was not as much as was due based on family income or circumstances.

**DD. Unearned Rent Credit**

Credit given for prior months' rent when it is determined that more than the approved HUD percentage of adjusted income has been charged through no fault of the resident.

**EE. Seeing Eye Dogs and Dogs for the Deaf**

Dogs that are trained with their blind or deaf owner in an approved institution which breeds and trains dogs as guides for persons who are blind or deaf.

**FF. Occupancy Orientation**

An orientation session offered to all public housing applicants who are approved for housing. The purpose of such orientation is to assist new residents with their adjustment to public housing.

**GG. Solvency (Fund Reserve Level)**

The Agency will plan and implement its annual operating budgets in such a manner as to maintain a fund reserve level sufficient to meet its working capital needs. Federal regulations define the criteria for assessing the adequacy of the reserve level.

**HH. Child**

A member of the family, other than the family head or spouse, who is under 18 years of age.

**II. Citizen**

A citizen or national of the United States.

**JJ. Evidence of Citizenship or Eligible Immigration Status**

The documents that must be submitted to evidence citizenship or eligible immigration status.

**KK. Mixed Family**

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status

**LL. National**

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**MM. Resident Service Stipends**

A modest amount (i.e. \$200 or less per month) received by a resident for performing a service for the housing authority or owner, on a part-time basis, that enhances the quality of life in the assisted housing property.

**NN. Non-citizen**

A person who is neither a citizen nor a national of the United States.

**OO. Community Service Work**

The Quality Housing and Work Responsibility Act of 1998 requires all adult members (18 or older) of public housing to contribute 8 hours of Community Service Work (CSW) or participate for 8 hours in an economic self-sufficiency program each month. Some residents may be exempt and will not have to comply. Residents who are not exempt and do not comply will not have their lease renewed.

**PP. Pet Policy**

Residents wishing to have pets in the THA properties must make an application and bring in all requested verifications and pay any appropriate fees before the pet is registered or approved. THA refers to pets as meaning dogs, cats, birds and fish. Residents in family properties must pay a \$200.00 non-refundable pet maintenance fee for dogs and cats. Residents must also pay a \$100.00 refundable pet deposit fee for dogs and cats. Residents in high-rises or properties built for the elderly or disabled do not pay the \$200.00 fee. Residents must abide by any and all general guidelines governing THA's pet policy lease addendum. These regulations do not apply to animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities.

**QQ. Domestic Violence**

Any felony or misdemeanor crime of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws.

**RR. Dating Violence**

Any violence committed by a person who is or has been in a social relationship of a romantic nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**SS. Stalking**

Following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate another person; or placing under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, placing a person in reasonable fear of the death of, or serious bodily injury to, or causing substantial emotional harm to that person; an affiliated individual of that ; or the spouse or intimate partner of that individual.

**TT. Sexual Assault**

Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**UU. Affiliated Individual**

With respect to an individual a spouse, parent, brother, sister, or child of the individual, or an individual to whom that individual stands in loco parentis, or any individual, resident, or lawful occupant living in the household of that individual.

## **SECTION II. ELIGIBILITY FOR ADMISSION**

### **A. Governing Conditions**

1. Nondiscrimination Provision – THA does not and will not, on account of race, color, religion, sex, sexual orientation, gender identification, national origin, familial status, or disabling condition deny to any family or individual the opportunity to apply for admission, nor deny any applicant the opportunity to lease or rent a dwelling unit suitable to its needs in any property operated by THA.
2. Filing of Application – All applications for admission must be online only.

One application serves for any of the properties suited to the applicant's needs.

### **B. Verification Policy**

It is imperative to verify all claims made by each applicant/resident by the Up-Front and/or Third Party Verification Method so that proper determination can be made of eligibility, rent, and unit size. Complete and accurate documentation of all data must be maintained at all times. The current status of all information, including any priority selection, must be discussed with the applicant just prior to admission. If information is more than 90 days old, it must be re-verified. The documentation required but not limited to, is:

1. Authoritative written information from all sources concerning income, exclusions, deductions, and exemptions. Income shall be verified by the source from which it is derived; the recipients of such payments shall verify expenses.
2. Reproduction of documents which substantiate the applicant's/residents' claims or a brief summary of the pertinent contents. The summaries shall be signed and dated by the staff member who examined them.
3. Notarized financial statements showing all income, itemized expenses (costs of business expansion, and amortization of capital indebtedness are now allowed) and net income of every self-employed person.
4. Written records of all data obtained by telephone, personal interview, home visits, or other means showing source of information.
5. Birth certificates, driver's license, family bibles, social security information etc., to support claims of age in the absence of other supportive data.
6. Social Security numbers, which must be verified, are required on all family members. Applicants will have 90 for submission of the social security number verifications. In the discretion of the PHA, an additional 90 day period may be granted if the applicant's failure to comply was due to circumstances that could not reasonable have been foreseen and were outside of the applicant's control.

7. Social Security disability award letters, pensions, and security certification of grant for total and permanent disability, or doctor's certification that all conditions of disability, as prescribed by the Social Security definitions, are present to support any claim of disability.
8. Bank statements, bankbooks, stock certificates, and copies of tax returns on real estate, and registers of bonds to support any claims of income.
9. Written records of all rent determinations and the methods used in making such determinations.
10. Medical information verifying disability status and/or the need for reasonable accommodations.
11. Birth certificates of minor children to support claims of age and relationship.
12. Written information from prior landlords showing applicant's previous history as a resident.
13. Police records showing applicant's arrest record.
14. Verification of eligible immigration status in accordance with the Immigration and Naturalization Service procedures.

**C. Eligibility for Admission**

Applicants eligible for admission to HUD-aided low-income Public Housing properties operated by THA are those applicants:

1. Who qualify as a family or single person in the absence of elderly, disabled or displaced individuals.
2. Whose Annual or Total Family Income does not exceed the applicable income limits for admission established by HUD and published in the Federal Register.
3. Who conform to the occupancy standards for admission established by this agency.
4. Families that have been evicted or moved to avoid eviction are not eligible to re-apply for housing for 12 months from the date of eviction or date they moved.

**The Applicant must:**

1. Be current with lease payments at his/her current location;

2. Have a satisfactory rent payment history over the past 12 months;
3. Have no affiliated individuals who were involved in drug-related or violent criminal activity in the past 3 years.

**Prior residents of Federal Subsidized Housing must:**

1. Have had no poor housekeeping reports within the past 12 months.
2. Have no history of conflicts with neighbors or management in the prior 12 months;
3. Have paid in full any balance owed to THA (Public Housing or Section 8), or any other Federal subsidized housing program; and
4. (If no longer in Public Housing) have left THA or any other Federal subsidized housing in good standing (not evicted).

The Applicant must be able to have utilities turned on in his/her name.

The Applicant must satisfy all other requirements for admission to THA's Public Housing.

The Property Manager has the discretion to waive one or more of the above criteria based on written justification submitted to and approved by the Directive Office of Affordable Housing.

**D. Income Limits**

Applicants for public housing must meet income limits that are established by the U.S. Department of Housing and Urban Development, adopted by this Agency, and are periodically adjusted.

Income limits for lower-income and very low-income properties, as established by HUD, will be posted at all offices of this Agency and will govern the admission of resident families to its properties.

**E. Occupancy Standards**

To avoid overcrowding and prevent waste of space, dwellings are to be leased in accordance with the occupancy standards set forth below. In the event, however, there should be dwellings in a property which cannot be filled with families of appropriate size, to make effective use of all available accommodations and to prevent or limit vacancy loss, eligible families of the most nearly appropriate size may be assigned to them, in which case the Agency reserves the right to transfer to the proper size unit at a later date.

1. Number of Persons by Bedroom Size

| Number of Bedrooms | Number of Persons |                |
|--------------------|-------------------|----------------|
|                    | <i>Minimum</i>    | <i>Maximum</i> |
| 0                  | 1                 | 2              |
| 1                  | 1                 | 2              |
| 2                  | 2                 | 4              |
| 3                  | 3                 | 6              |
| 4                  | 5                 | 8              |
| 5                  | 7                 | 10             |

2. Use of Bedrooms: The aforementioned standards are to be maintained insofar as possible at admission and for continued occupancy. However, the following relaxation from such standards may be permitted:

- a. Dwellings shall be assigned insofar as possible that persons of the opposite sex, other than husband and wife, will not occupy the same bedroom, except for minors under the age of four years.
- b. Dwellings shall be assigned so as not to require the use of the living room for sleeping purposes except in zero bedroom units. The Executive Director or his/her designee on a temporary basis can approve any exception to this.
- c. The Executive Director or designee may assign additional space as deemed necessary due to age, illness, disability, or employment.
- d. Three small children under school age of the same sex may share the same bedroom in the larger size units.
- e. Every family member residing in the household, regardless of age, is to be counted as a person.

**F. Categories of Ineligibility**

Families determined to fall within the following categories may be declared ineligible for admission. However, before such determination is made, consideration shall be given to favorable changes in the family's pattern of behavior, a lapse of years since an offense occurred, and other extenuating circumstances that offer reasonable assurance that the families meet this Agency's admission standards.

1. The Family has a History of Serious Criminal Activity: Includes cases in which

any member of the family who is expected to reside in the household was or is engaged in prostitution, sale of narcotics, or other serious criminal activity for the past three years; or who was evicted or moved to avoid eviction, during the past three years because of drug-related activity from any housing assisted under a

1937 Housing Act program. The Agency may make an exception to the latter if it determines that the evicted person:

- a. Has successfully completed a rehabilitation program, or
- b. Clearly did not know about nor participate in the drug-related activity, or;
- c. The person no longer participates in any drug-related criminal activity.

However, any person convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of any federally assisted housing shall be:

- a. Permanently denied admission to public housing and the Section 8 certificate, voucher, and moderate rehabilitation programs, and;
  - b. Immediately terminated from tenancy in public housing or terminated from Section 8 assistance.
2. The Family has a Pattern of Violent Behavior: Includes evidence of repeated acts of violence on the part of a member of the family, or of a pattern of conduct constituting a danger to peaceful relationships with neighbors. Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or affiliated individual of that violence and shall not be good cause for terminating the assistance, residency, or occupancy rights of the victim or affiliated individual of such violence.

Criminal activity directly relating to domestic violence, dating violence, stalking or sexual assault, engaged in by an affiliated individual of a resident’s household or any guest or other person under the resident’s control shall not be cause for termination of assistance, residency, or occupancy rights if the resident or an affiliated individual of the resident’s family is the victim or threatened victim of that domestic violence, dating violence, sexual assault or stalking.

THA may bifurcate a lease under this section, in order to evict, remove or terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal activity directly related to domestic violence, dating violence, sexual assault, stalking or against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or affiliated individual.

If the removed resident or lawful occupant was the sole resident eligible to receive assistance from THA, THA will allow that resident or lawful occupant a reasonable amount of time, as determined by HUD, the opportunity to establish eligibility for THA Housing.



3. **Confirmed Drug Addiction:** Includes evidence of confirmed drug addiction, such as a record of more than one arrest for possession or use of heroin or other addictive narcotics, or reports from a probation officer, a social agency, or the family itself, to the effect that the individual is addicted. In cases where the confirmed addict is undergoing follow-up treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible.
4. **Rape or Sexual Deviation:** Includes individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse, and impairing the morals of a minor. Exception is permitted in the case of any individual, regardless of age, who was involved in such offense but evidence from a reliable source shows that the individual may be considered rehabilitated. Any individuals subject to a lifetime registration requirement under a state sex offender registration program shall be considered permanently ineligible.
5. **Record of Serious Disturbance of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior:** Consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence, or irresponsibility; which damage the equipment or premises in which the applicant resides; or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. This includes neglect of children, which endangers their health, safety, or welfare; judicial termination of tenancy in previous housing on the ground of nuisance or objectionable conduct; or alcoholism or frequent loud parties, which have resulted in serious disturbance to neighbors.
6. **Grossly Unsanitary or Hazardous Housekeeping:** Includes the creation of a fire hazard through acts such as the hoarding of rags and paper; severe damage to premises and equipment, if it is established that the family is responsible for the conditions; seriously affecting neighbors by causing infestation, foul odor, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agent is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, decisions as to eligibility shall be reached after recommendation by a social worker. This category does not include families whose housekeeping is found to be superficially unclean or to lack of orderliness, where such conditions do not create a problem for the neighbors.
7. **Former Residents with a Debit Balance:** Applications will be accepted and eligibility determined on former residents who owe the Agency or any other HUD housing program, a balance from a prior occupancy. The applicant will be required to provide reasonable assurance that contributing causes for nonpayment of rent during the prior occupancy have been sufficiently changed to enable the family to pay rent in accordance with the Agency's rent collection policy and procedures. If the applicant is determined to be eligible pending payment of the debit balance, written notice of this fact will be provided. The applicant will not be eligible to be placed on the approved waiting list or to be offered housing until

the balance owed is paid in full. If it is discovered that an applicant owes a balance after they are housed, they will be issued a 30 day notice to vacate. If they pay the balance in full prior to the expiration of 30 days they will not be required to move.

8. The Family has an Unfavorable Past Performance in Meeting Financial Obligations, Especially Rent: Evaluation of past rent paying habits may be based upon the following:
  - a. The prior tenancy record of the applicant with respect to the frequency of late charges;
  - b. Reports from subsequent landlords as to the applicant's schedule of payments;
  - c. Credit reports,
  - d. Any extenuating circumstances that may possibly excuse prompt payment of rent will also be taken into consideration.
9. A Member of the Family has a Serious Physical and/or Mental Impairment: Includes a family member who suffers from serious physical and/or mental impairment, including active chemical dependency, to the point he/she is unable to properly function even with appropriate services and/or accommodations, or who exhibits behavior that is dangerous and/or disruptive to the health and welfare of self and other residents.
10. State and Federal Laws: Applicants are ineligible who are unable to meet the eligibility requirements imposed by State and Federal laws and regulations promulgated there under, including the inability to legally enter into binding contracts and other similar restrictions.
11. The Family has a history of lease violations and conduct inconsistent with the lease provisions during previous occupancies either with THA or other Landlords.
12. The Family does not demonstrate an ability to meet its obligations under the lease.
13. The Family has provided false Information on the application
14. The Family has refused to complete the required forms or to supply requested information.
15. Any family member that moved out from any subsidized housing program owing community service hours. Those hours must be completed before they are approved for readmission.
16. Any family member that has been placed on the THA Ban list.

## **G. Notification to Applicant**

1. **Eligible Applicants:** An applicant determined to be eligible will be notified in writing of this decision. This notification will include an approximate date of occupancy insofar as such a date can reasonably be determined. Because leasing units timely is a major factor in HUD scoring of properties, applicants are expected to provide information so they can be easily contacted. If an applicant is not able to be contacted when a unit is available the next eligible applicant will be contacted. After three attempts (different days) to contact an applicant to move-in, an un-housed letter will be sent. The applicant will have 10 business days to respond. If they fail to respond their applications will be cancelled.
2. **Ineligible Applicants:** All ineligible applicants must be advised in writing of the basis for the determination and of their right to an informal hearing. If, within 10 business days of the notice of ineligibility, an applicant requests a hearing, he/she will be given a date and time for a hearing. The hearing will be conducted by a hearing officer appointed by the Executive Director. The hearing will provide the applicant with an opportunity to present any information that will strengthen his/her case. The hearing officer may declare applicants eligible, continue the findings of ineligibility, or reopen the case for further evaluation. The applicant shall be notified in writing of the results of the reconsideration.

If the applicant fails to request a hearing they may not reapply until the end of 12 months from the date declared ineligible. The application process must be open.

3. When the decision of ineligibility is upheld, the applicant may reapply for housing at the end of 12 months from date of hearing. The application process must be open.

### **SECTION III. SELECTION OF RESIDENTS**

#### **A. Property Types**

1. All residents will be selected from applicants whose annual income does not exceed the limits for lower income families.
2. 40% of all residents agency wide will be selected whose annual income does not exceed the current limits for very low- income families.
3. For properties built exclusively for occupancy by the elderly and persons with disabilities, applicants must meet the qualifications for elderly or disabled as defined in Section I of this policy and whose income does not exceed the applicable income limits as posted for the property. These income limits must meet the same availability criteria of both types “1” and “2”. Minors cannot live in any property designated as elderly and disabled only.
4. For family properties, single persons as defined in Section I may not be admitted unless there are no eligible elderly, disabled or displaced persons on the applicant waiting list.
5. For properties built exclusively for occupancy by the elderly and persons with disabilities, near elderly single persons as defined in Section I.H. will not be given admission over other elderly or disabled persons.
6. For properties designated specifically for the elderly only, applicants must be at least 62 years of age. Exceptions to this may be made if for an extended period of time there are no elderly applicants available. In that instance a near elderly applicant may be selected. Minors cannot live in any property designated as elderly only..

#### **B. Broad Range of Incomes**

It shall be the policy of this Agency to attain, to the maximum extent feasible, a resident body in each property that is composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families with serious social problems.

#### **DECONCENTRATION POLICY**

1. It is the intent of THA to promote adequate and affordable housing, economic opportunity, and a suitable living environment free of discrimination. Tenant selection and assignment for federal public housing shall be made without regard to race, color, religion, ancestry/national origin, sexual orientation, familial status, physical or mental disability, marital status age, or gender identity. To improve community quality of life and economic vitality, THA will implement measures to provide for deconcentration of poverty and income-mixing. Additionally, THA will support measures to

raise the income of households that currently reside in federal public housing. All measures and incentives that are undertaken to accomplish deconcentration and income-mixing will be uniformly applied.

THA 's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income developments. Gross annual income is used for income limits at admission and for income-mixing purposes. Skipping a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

THA will gather and analyze tenant data once every two years. The tenant characteristics of its public housing stock, including information regarding tenant incomes, to assist THA in its deconcentration efforts.

THA will use the gathered tenant incomes information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting in its deconcentration goals.

If THA's review of tenant incomes indicates that there has been a significant change in the tenant income characteristics of a particular project, THA will evaluate the changes to determine whether, based on the methodology of choice, the project may need to be redesignated as a higher or lower income project or whether THA has met the deconcentration goals and the project needs no particular designation.

### **Deconcentration and Income-Mixing Goals**

Admission policies related to the deconcentration efforts of THA do not impose specific quotas. Therefore, THA will not set specific quotas, but will strive to achieve deconcentration and income-mixing in its developments over time.

THA 's income-mixing goal is a long-range goal and may not be achieved in the first year of implementation. THA will use its analysis of its public housing stock and tenant incomes to provide data benchmarks. Additionally, as THA recapitalizes and/or adds additional units to its covered developments, mixed income will be a primary tool to meet the objective of deconcentrating poverty. Units designated to attract residents with median income in the 85% - 115% AMI will assist our goals of developing mixed income communities in furtherance of HUD's goals to affirmatively further fair housing and deconcentrate poverty.

## **Project Designation Methodology**

THA will determine and compare tenant incomes at the developments listed in this Chapter. Upon analyzing its findings THA will apply the policies, measures and incentives listed in this Chapter to bring higher income families into lower income developments and lower income families into higher income developments.

THA 's goal is to have eligible families having higher incomes occupy dwelling units in covered projects predominantly occupied by eligible families having lower incomes, and eligible families having lower incomes occupy dwelling units in covered projects predominantly occupied by eligible families having higher incomes. Families having lower incomes include very low and extremely low-income families. When selecting applicant families and assigning transfers for a designated covered projects, THA will determine whether the selection of the family will contribute to the deconcentration goals.

THA may not select a family for a particular project if the selection will have a negative effect on the PHA's deconcentration goals. However, if there are insufficient families on the waiting list, transfer list, the development has multiple vacancies, or efforts to deconcentrate will result in a unit remaining vacant longer than THA's goal of 10 days from vacant to being reoccupied by an eligible family, THA may not strictly adhere to the deconcentration methodology.

## **Transfer Policy, Deconcentration**

THA will consider its deconcentration goals when transfer units are offered. When families are no longer eligible for their current unit because of a change in family composition, THA will consider its deconcentration goals when seeking to relocate these families within the portfolio.

### **Steps for Implementation (24 C.F.R. 903.2)**

#### **Step 1:**

Every two years, THA will determine the average income of all families residing in all covered developments for THA. As of June 2017, the average income for all THA covered developments is: \$5,992.66.

**Step 2:**

Every two years, THA will determine the average income of all families residing in each covered development.

| Development           | Average Income |
|-----------------------|----------------|
| Seminole Hills        | \$ 4,884.25    |
| Comanche Park         | \$ 3,912.97    |
| Pioneer Plaza         | \$ 8,020.43    |
| Apache Manor          | \$ 3,847.69    |
| Mohawk Manor          | \$ 3,982.73    |
| Hewgley Terrace       | \$ 7,607.76    |
| Riverview Park        | \$ 5,886.38    |
| Sandy Park            | \$ 5,243.96    |
| Parkview Terrace      | \$ 4,539.73    |
| Lafortune Towers      | \$ 9,557.32    |
| South Haven Manor     | \$ 5,012.21    |
| East Central Village  | \$ 5,180.33    |
| Scatter Sites Housing | \$ 8,666.55    |

**Step 3:**

Every two years, THA will determine whether each covered development falls above or below the average income for families residing in all covered developments.

**Step 4:**

THA will determine which families on each covered development's waitlist have incomes higher than the THA -wide average and designate these families as "higher income families," and which have incomes lower than the THA -wide average and designate these families as "lower income families."

**Step 5:**

When a unit becomes available in a higher income building, THA may skip families on the waiting list if necessary to reach a lower income family to whom it will offer the unit. When a unit becomes available in a lower income building, THA may skip families on the waiting list if necessary to reach a higher income family to whom it will offer the unit. Skipping shall be applied to the site-based waiting lists. If a waiting list does not contain a family in the income category to which the unit is to be offered, THA shall offer the unit to a family in the other income category.

If there are insufficient families on the waiting list, transfer list, the development has multiple vacancies, or efforts to deconcentrate will result in a unit remaining vacant longer than THA's goal of 10 days from vacant to being reoccupied by an eligible family, THA may not strictly adhere to the deconcentration methodology. THA's deconcentration of poverty activities must be balanced with THA's overall objective to provide decent, safe, and sanitary housing to as many eligible families as possible.

**THA Incentives for Higher Income Families**

THA may offer certain incentives to higher income families willing to move into lower income projects. THA will not take any adverse action against any higher income family declining an offer by THA to move into a lower income project.

In addition to maintaining its public housing stock in a manner that is safe, clean, well landscaped and attractive, THA may offer the following incentives for higher income families moving into lower income projects:

*(A) Offer rent incentives for up to 90 days;*

*(B) Skip a family on the waiting list to reach another family in an effort to further the goals of the deconcentration policy;*

*(C) Provide such other strategies as permitted by statute and determined by the PHA in consultation with the residents and the community, through the PHA Annual Plan process, to be responsive to the local context and the PHA's strategic objectives.*

**C. Waiting List**

The application process will continue to be online, but instead of a lottery, an online applicant portal for each property will be available allowing each property



to individually manage their waitlist. The applications will be date stamped, and processed in chronological order. Waitlists will be opened by property type (family, elderly, and elderly and disabled), ask applicants to select the specific property in which they are interested in applying, and develop a pool of applicants for each specific property. Applications will be processed chronologically in date order.

Online applications will only be accepted during a pre-determined time period. Applicants will fill out a short online pre-application form. THA will setup and staff computers at a remote location(s) to assist anyone without access to a computer.

The data on the online form will be used to build the THA Applicant waitlists. After the application period is closed, applicants will be moved to the properties waitlists they selected. The head or spouse who will live in the unit must make the full application.

The full application will be processed and the applicant will be approved, disapproved or cancelled. Approved applicants will remain on the wait list of the property that processed the application.

To keep the waiting list viable and manageable, the properties waiting lists can be periodically purged. Also, walk-in applications may be accepted at the discretion of the of the Department Director/or designee, when deemed necessary to meet occupancy goals. Notice will be posted at each property and on the THA website.

#### **D. Assignments to Accessible Units**

When a unit becomes available which was designated or modified to accommodate disabilities, any current resident requiring such features, but residing in a regular unit, will be transferred to the unit. If there is no current resident requiring such accessible unit, any eligible applicant who requires such facilities will be selected regardless of position on the waiting list.

In the absence of an eligible disabled applicant for a wheelchair accessible unit that becomes vacant, the selected resident's dwelling lease will be modified to require the resident to move to a non-wheelchair accessible unit when an eligible applicant requires such features of the unit.

#### **E. Update of Application Files**

The above system necessitates that resident application files be maintained in an orderly and up-to-date manner. All cancelled applications will be maintained in a separate file for a period of three years and will then be destroyed. All over-income applications will be maintained in a separate file for purpose of review at

such times as new income limits are adopted.

**F. Resident Assignment to a Unit**

1. Once the applicant is selected from waitlist, the property will try to contact the applicant using the contact information provided by the applicant (telephone and email).
2. If the attempted contact is not successful within 24 hours of attempted contact, the property will forward a letter by first class U.S. Mail requesting that the applicant contact the property within 10 days from the date of the letter.
3. If the applicant fails to contact the office by telephone within the prescribed time period, their pre-application will be removed from the waitlist.
4. A record will be maintained of the units offered including location, date, and circumstances of each offer and each rejection or acceptance. The reason for rejection will be noted.
5. In the assignment of residents, there is to be no discrimination against families, otherwise eligible for admission, because their incomes are derived in whole or in part from public assistance.
6. There is one exception to this process of assigning units from the waitlist. A priority will be given to a current resident who was a witness to a serious crime and who is working directly with the prosecuting agency. This exception will require a letter from the prosecuting agency confirming the witness' participation, and also verify that there is an imminent threat causing the need for a transfer that is directly related to the testimony they will provide as a witness.

**G. Orientation**

Approved applicants will be offered an orientation. The purpose of the orientation is to ensure applicants fully understand the terms of the lease, special rules for the property, available services and community resources. Domestic violence is a major problem nationwide and in THA. Because of this all approved applicants must attend a domestic violence class.

## SECTION IV. TOTAL RESIDENT PAYMENTS (RENT)

### A. Rent Policy

Residents of THA are to be charged rents in accordance with HUD guidelines.

### B. Minimum Rents

As per HUD Regulations, minimum rents. This amount was changed effective October 1, 2005 to \$50.00. As per guidelines mandated by HUD, this amount is not to exceed \$50.00.

### C. Flat/Ceiling Rents

When the 30% rent exceeds the given amount of a particular bedroom size, Flat/Ceiling rents are the maximum amounts of rent that will be charged for any particular bedroom size in a particular location. This applies to all new applicants and those already residing in public housing.

**A family that is declared ineligible at the annual reexamination for the unit it is occupying, and is awaiting a transfer to a smaller unit, shall not be charged the flat or ceiling rent for the unit they are occupying. They will be charged flat or ceiling rent for the size unit they are eligible to occupy. The family cannot refuse to transfer to a smaller unit unless it can show it will cause an undue hardship. Failure to transfer to the smaller unit when an offer is made, and there is no undue hardship, will result in a notice to vacate.**

### D. Temporary Rents

If at the time of admission or re-examination of residents, THA cannot satisfy itself that a family clearly is of low income and within the approved income limits, or cannot make a determination of income for rent purposes with a sufficient degree of accuracy because of inability to secure adequate verification, a Temporary Rent and special re-examination may be established based on the data supplied by the applicant or resident in his/her application.

If a temporary rent is established, the resident or applicant will be notified of this action by a Temporary Rent Notice and such other method determined to be legally and administratively sufficient, and that his/her appropriate rent, when determined, will be effective retroactively to the date of admission or re-examination. The resident will be required to pay the balance due or the Agency will credit his/her account with any overpayment that resulted from the temporary rent.

In no event shall a temporary rent exceed 90 days without approval from the office of the Senior Vice President of Affordable Housing.

**E. Retroactive Rent**

A resident may sign a note of repayment for Retroactive Rent with the Agency one time during tenancy. The Directive Office may approve additional agreements.

**F. Minimum Rent Hardship Exemptions**

THA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing that is unable to pay because of financial hardship, which shall include:

1. The family has lost eligibility or is awaiting an eligibility determination for a federal, state, or local assistance program;
2. The family would be evicted as a result of the imposition of the minimum rent requirement;
3. The income of the family has decreased because of changed circumstance, including loss of employment;
4. A death in the family has occurred.

If a resident applies for a hardship, an investigation will be conducted to determine if a hardship actually exists. If it is determined that there is a hardship, the resident will not be required to pay the minimum rent. If it is determined that there is not a hardship; the resident will be required to pay any unpaid rent that is owed. If the resident disagrees with the findings, the resident may appeal by grievance process. This paragraph does not prohibit THA from taking action for other violations of the Lease.

## **SECTION V. LEASING OF DWELLING UNITS**

The lease agreement is to be entered into between THA and each of its resident families. The lease agreement is to be kept current at all times and is to reflect the rent charged and the conditions governing occupancy.

### **A. Execution of Lease Agreement**

1. All applicants approved for a unit in a family property are required to attend a pre-occupancy orientation session prior to execution of lease agreement.
2. The lessee or co-lessees shall be required to execute a lease agreement prior to actual admission. All dwelling leases will be prepared in an original and one copy. The original executed copy of the lease shall be filed in the permanent record folder established for the family. The duplicate copy shall be given to the lessee.
3. When family composition includes husband and wife, both must sign the lease agreement provided both are physically and mentally capable.
4. If, at any time during the life of the lease agreement a change in the resident's status results in the need to change or amend any provision of the lease, or if THA desires to waive any provision with respect to the resident, either:
  - a. the existing lease is to be cancelled and a new lease agreement executed, or;
  - b. an appropriate rider is to be prepared and made a part of the existing lease, or;
  - c. appropriate insertions are to be made within the instrument.
5. All copies of such riders or insertions are to be dated and signed or initialed by both parties (in the absence of the Manager or designee, it may be executed by the Senior Vice President of Affordable Housing or designee, or the Executive Director, or designees).
6. Property Managers, the Senior Vice President of Affordable Housing, Senior Manager of Affordable Housing, and the Executive Director, or designees are the only persons authorized to execute dwelling leases.

**B. Change of Lessee**

Execution of a new lease with a residual family member must be approved by the property manager based on the following standards.

1. The applicant must meet the standards described in Section I, Parts A, B, C, E, and F.
2. The applicant must meet the standards described in Section II, Part C, Items 1, 2, and 3.
3. The applicant must meet the income limits.
4. The applicant must not be characterized by conditions described in Section II, Part F.

**C. Additions to Family**

The Lessee must request additions to the Lessee's Family in writing. The person so added must meet definitions of "Family" (see Section I) and must not be characterized as described in Section II, Part F.

**D. Cancellation of Lease Agreement**

Cancellation of a resident's dwelling lease is to be in accordance with the provisions of the dwelling lease to this "Statement of Policies Governing Admission to and Continued Occupancy of the HUD-Aided Low-Rent Properties Operated by the The Housing Authority of the City of Tulsa and applicable regulations. Notice of Termination of Tenancy shall have prior approval from the Directive office.

Written records of all evictions from any low-income public housing property shall be maintained as required by HUD.

## **SECTION VI. CONTINUED OCCUPANCY**

### **A. Residual Family Members**

Residual Family Members who do not qualify as elderly, as defined in Properties Specifically Designed for the Elderly who meet the conditions of Section V, Part B., shall be required to transfer to a property other than a property designed for elderly persons as soon as a dwelling of appropriate size becomes available.

### **B. Use of Bedrooms**

Standards as set forth in Section II, E.2 are to be maintained.

### **C. Accommodation of Oversize Families**

1. Admission - Families whose size is in excess of the maximum number of persons established by THA for a dwelling unit may be permitted, if so decided by THA, to occupy two units (preferable contiguous) provided such units contain no more rooms than necessary to accommodate the family without overcrowding.
2. Continued Occupancy – Families of a size too great to be accommodated in the largest size unit may, if such family is otherwise eligible for continued occupancy, be allowed:
  - a. To remain as a resident of the property even though overcrowded in the largest size unit provided; or
  - b. To occupy two units as specified in 1 above.

### **D. Rental Charges for Multi-Unit Occupancy**

The rent for a family occupying more than one unit shall be related to its adjusted family income and not to the number of units occupied.

### **E. Inspection of Apartment**

Management shall inspect the apartment for damages, housekeeping practices, and needed repairs. Residents will be notified by procedure outlined in the Lease.

## **SECTION VII. RE-EXAMINATION OF ELIGIBILITY**

The rent established at time of admission and/or annual re-examination shall be effective without change until the time of the next scheduled annual re-examination except as indicated in Section VII, B.

### **A. Periodic Re-examination of Eligibility**

To assure that tenancy in the property is restricted to families meeting the eligibility requirements for continued occupancy set forth in Section II and that such families are charged appropriate rents, the eligibility status and the Family Income of each resident choosing income based rents are to be periodically re-examined and re-determined once every twelve months. Residents choosing flat rents will be required to re-certify household size once every twelve months and income once every three (3) years. Families with fixed income may be verified every three (3) years with an annual review to verify the income received from the assets by applying a COLA or specific interest rate change. The regularly scheduled re-examination of eligibility and re-determination of Family Income is to cover all residents. Eligibility determinations will be made only at the time of regularly scheduled re-examination. After the resident's eligibility status and Family Income have been determined, the necessary action can be taken.

1. Special Re-examination: If at the time of admission or periodic re-examination the Agency cannot satisfy itself that a family clearly is of low income or that it is not possible to make an estimate of Annual income for the ensuing 12 months with any reasonable degree of accuracy, then a special re-examination will be scheduled on a date determined by the Agency's estimate of the time required for the family's circumstances to stabilize. If, at the time of the scheduled re-examination, it is still not possible to make a reasonable estimate of Total Family Income, special re-examinations will continue to be scheduled until such time as a reasonable estimate of Annual Income can be made and the re-examination completed. The special re-examinations do not replace the Annual Re-examination.

In addition to submitting such information as may be required at the time of the Regular or Special Re-examination residents are required, no matter what time of year it happens, to report certain changes immediately as outlined in the following section.

### **B. Interim Re-determination of Family Income and Rent Adjustment**

1. Loss of or addition to family composition of any family member;



2. Residents choosing income-based rents are also required to report the following changes immediately:
3. Employment, unemployment, or changes in employment of the family head, spouse, or other wage earner age eighteen (18) or older.
4. Childcare expenses start or stop.
5. The start or stopping of any benefit received by any family member from Supplemental Security Income, Social Security, Welfare, Railroad Retirement, Veterans Administration, Private Pension Fund, Child Support, Alimony, or any other source.

Increases in wages, and/or hours (promotion) on the same job and percentage of across the board increases in Social Security, Supplemental Security Income, Retirement, Pensions, or Public Assistance grants may not result in a change in rent between yearly meetings with THA.

THA will refigure rent based on reported changes in family income and/or composition. If rent goes up, it will go up the first day of the second month after one of these changes happens. If rent drops, it will drop the first of the month following the month in which the change occurs. If not reported promptly, the drop in rent will be the first of the month following the month in which the change is reported.

If at any time a financial hardship exists for residents choosing flat/ceiling rents, residents may request to switch income-based rent once between Annual Recertification's. THA Policy will be used to determine if a hardship exists. THA's policy to determine a financial hardship will be based on the following:

1. Resident 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 earnings or other assistance.
2. Resident has experienced an increase in expenses, because of changed circumstances for medical costs, childcare, transportation, education, or similar items.

### **C. Re-examination Procedures**

Data assembled at the time of re-examination are to be filed in the folder set up for the family at the time of its application for admission.

1. Receipt of Personal Declaration.

2. A responsible member of each resident's family is to be required, at the time of re-examination to submit and sign a Personal Declaration.
3. Verification and Documentation of Re-examination Data.

To assure that the data upon which determinations of eligibility for continued occupancy, rent to be paid, and the size of dwelling required are based off full, true, and complete information submitted by each applicant is to be verified. Complete and accurate verification records, as specified in Section II, B., are to be maintained in the resident's folder.

#### Summary of Verified Data

All Verification data including Up-front and Third Party is to be reviewed and evaluated as it is received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion.

As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared. The summary is to indicate the effective date of move-in, and the following determinations and the basis for such determinations:

- a. Eligibility of the resident group as a family or as the residual member of a family;
- b. Eligibility of the family with respect to income limits for continued occupancy in accordance with the Federal Regulations as established by HUD and posted at all offices of this Agency;
- c. Eligibility of the family with respect to net family assets, which may be verified every three (3) years;
- d. Size of dwelling required; and
- e. Rent which the family is to pay.

When the verified findings are at substantial variance from the data furnished by the resident in his/her application for continued occupancy, the resident is to be re-interviewed and an opportunity is to be given to explain the discrepancies.

**D. Certification**

As a part of the record of each family re-examined, a duly authorized official of this Agency is to certify that an investigation has been made of such family and that on the basis of the investigation, it has been determined that the resident and his/her family are eligible or are ineligible for continued occupancy.

**E. Action Required Following Re-examination**

After the resident has submitted all of the information required of him/her and called for on the Personal Declaration and needed verification data have been obtained and reviewed and evaluated, the resident is to be informed in writing concerning:

1. Eligibility status, and if ineligible, the date by which the family must vacate;
2. Any change to be made in the rent or size of dwelling occupied; and,
3. Any instances of misrepresentation or noncompliance with the terms of the lease revealed through re-examination and any corrective or punitive action that is to be taken.
4. If the re-examination discloses that the resident at time of admission or at any previous re-examination made misrepresentations which resulted in his/her being classified as eligible when in fact he/she was ineligible, the resident may be required to vacate even though he/she may be currently eligible. This is true unless income disallowance would have applied.

Also, if at the time of re-examination, or at any time during the year, it is found that the resident's misrepresentations have resulted in his/her paying a lower rent than he/she should have paid, the resident is to be required to pay the difference between the rent he/she paid and what he/she should have paid.

If it is found at time of re-examination, or at some other time, that the resident has failed to report the specified changes in family circumstances as required in Section VII and such changes would have required him/her to pay a higher rent, the increased rent is to be made retroactive to the first rent payment period after the date on which the change occurred or following the last subsequent re-examination. Increases in rent are to be made effective the first of the second month following the month in which the change occurred. Decreases in rent are to be made effective the first of the month following the month in which the change occurred and/or was reported. No such decreases in the rent are to be made until the reported change has been verified.

In case of falsification of income or family composition at the time of admission, annual re-examination, or any time during the year, a Re-determination shall be scheduled at once, and the resident shall be given a choice of paying the full amount of back rent owed and/or given a Notice of Termination of Tenancy.

**F. THA Community Service Work Plan**

1. Background

The Quality Housing and Work Responsibility Act of 1998 requires all adult members (18 or older) of public housing to contribute 8 hours of Community Service Work (CSW) or participate for 8 hours in an economic self-sufficiency program each month. Some residents may be exempt and will not have to comply. Residents that do not comply will not have their lease renewed. The final rule on CSW was published in May 2000. In PIH Notice 2003-17 issued June 20, 2003 the CSW was reinstated.

2. Exemptions

Residents will not have to comply with this if they are:

- a. Age 62 or older.
- b. Blind or disabled and unable to meet the requirements because of the blindness or disability.
- c. The primary caregiver of a blind or disabled resident.
- d. Working at least 8 hours a month.
- e. Meeting the guidelines for exemption from work.
- f. The head, co-head or spouse is in an approved State Welfare Program and benefits have not been reduced. (Only the member receiving the benefit is exempt)
- g. The head is receiving Social Security or SSI. Only the head is exempt.
- h. The head, co-head or spouse is receiving SNAP benefits. (Everyone in the household is exempt if one member is receiving SNAP benefits.)

### 3. Certification

- a. Residents must bring in proof of their CSW by the 10th of each month. This proof must be on the letterhead paper of the company or agency where they do the CSW. Someone in charge must sign it and give the dates and number of hours of CSW completed. Residents must complete a total of 8 hours each month. This is equal to ninety-six (96) hours between each Annual Reexamination. Residents have the option do more than 8 hours each month. They can do all 96 hours in one month.
- b. Participants in the THA training will have their names forwarded automatically to the manager's office.
- c. Residents must provide proof they are complying with their personal responsibility plan.
- d. Residents that claim an exemption due to blindness or disability must certify on the Verification of Disability.
- e. All other verification (employment, school, etc.) will be brought in at the time of annual re-certification.

## **SECTION VIII. TRANSFER OF RESIDENTS**

### **A. Management Initiated Transfers**

Management will initiate transfers in the following situations:

1. When residents are ineligible for the size apartment they occupy (space is either over housed or under housed).
2. When residents are occupying an apartment that is uninhabitable due to a fire, accident, or natural disaster.
3. When residents must be relocated to another unit because of the Modernization Programs. The residents will be compensated according to the latest Uniform Relocation Rates.
4. Other good cause.

When any of the above situations are determined to exist, residents will be transferred immediately to an appropriately sized unit in the property in which they reside. If there are no units of the appropriate size in that property, a transfer between properties will be made.

### **B. Procedures for Management Initiated Transfers**

1. The "Request for Transfer" form shall be filled out in the Management Office, after determining the need for a management-initiated transfer.
2. If the transfer is to be between properties, the request is forwarded to the Affordable Housing Directive Office for approval or disapproval.
3. The Manager shall notify the resident when a unit is available.
4. Transfers between units must be coordinated to ensure availability of unit.
5. Transfers between properties must be coordinated with other property managers to ensure availability of unit.
6. If a resident rejects the one (1) allowed offer of an appropriate unit without proving it creates an undue hardship, termination of the lease may be necessary.
7. After receiving the keys residents must be completely out of their old unit within seven days.

**C. Resident Initiated Transfers between Properties**

Transfers between properties may be granted for three reasons. These reasons must be verified and documented.

1. Approved reasonable accommodations request.
2. Victims of domestic violence, dating violence, sexual assault, stalking or threats.
3. Extraordinary circumstances. This would require written approval from the Executive Director, or his designee.

**D. Transfer Procedures for Resident Initiated Requests**

When a transfer is necessary to another property for any reason listed in Section C., the following procedure is followed:

1. The “Request for Transfer” shall be filled out or initiated in the Management Office.
2. The Manager obtains documentation to verify the reason for transfer as defined in Section C.
3. The Manager shall determine that all tenancy requirements have been satisfactorily met. Examples of such requirements include prompt reporting of income changes, no evidence of violating the rights of neighbors, satisfactory rent paying pattern, good housekeeping practices, etc.
4. The Manager shall recommend or not recommend the transfer. The Manager may consult with the Social Worker on this decision. After recommendation is made, the request is forwarded to the property’s Senior Manager of Affordable Housing for approval or disapproval.
5. The Manager shall notify the resident in writing of approval or disapproval.
6. The Manager shall maintain a transfer waiting list by property, bedroom size, and date of approval of transfer request.
7. Residents will be selected from this waiting list when a unit of appropriate size, in the property for which the request was approved is available. Every tenth (10<sup>th</sup>) vacancy of an approved bedroom size will be offered to

an approved transfer unless management determines a transfer needs to be done sooner. These selections will be made in the following order:

- a. Victims of domestic violence, dating violence, sexual assault, stalking or threats. (The every tenth vacancy rule does not apply. They will receive the first available unit they qualify for.)
  - b. Transfer to or from properties designated for the elderly.
  - c. Medical Need (See C.2).
  - d. For reasonable accommodation requests.
8. When a resident has been reached on the approved transfer waiting list the Manager shall notify the resident, conduct a re-examination, and determine if the resident is still eligible for the transfer.
  9. Receiving manager assigns resident to an appropriate vacant unit and routes proper documentation to current manager.
  10. Receiving manager will schedule an appointment with resident to execute the lease. The resident shall be charged rent on the unit he/she occupies through the date he/she vacates the unit. The rental charge shall start on the unit to which he/she is transferred on the following date.
  11. The resident's name will be removed from the approval transfer waiting list whenever
    - a. He/she signs the lease for a new unit; or,
    - b. He/she rejects the offer of an appropriate transfer.

The transfer waiting list will be updated annually.

#### **E. Other Regulations Governing Transfers**

1. **Minimum Residency:** a resident will generally not be permitted to request a transfer to another property unless he/she has occupied the unit for a minimum of twelve (12) months.
2. **Moving Expenses:** each resident will be required to provide for the payment of his/her own moving expense unless the transfer is at the request of THA due to government or THA action.



3. Maintenance Charges and Transfer Fee: since the resident will be moving into a dwelling unit that has been cleaned and repaired and otherwise renovated, he/she shall be assessed such charges as will cover the placing of the dwelling which he/she vacated in similar condition. Special considerations may be given elderly persons who are required to move to a small unit, provided they are not physically able to clean the apartment or cannot obtain assistance in cleaning the apartment, and providing their income is not sufficient to pay the cleaning costs. Written approval must be obtained from the Directive office before this special consideration is given. A resident initiating the transfer request for reasons other than being inappropriately housed shall be assessed a transfer fee in addition to any charges for maintenance repairs beyond normal wear and tear and deemed to be the responsibility of the resident. If the transfer is required due to the lessee's ineligibility for the apartment size, actions, or family behavior, the resident will not be charged a transfer fee.
4. Financial Hardship: when there is a transfer of a family between units/properties and when there is a financial hardship, the Property Manager may enter into a note not to exceed six (6) months for all charges including transfer fee, damage beyond normal wear and tear, and any assessed charges for cleaning the unit. Written approval must be obtained from the Directive Office before this special consideration is given.
5. Annual/Interim Re-determination: all transfers shall be made only after completion of an annual re-examination or interim re-determination; whichever is necessary, and approval of it by the Senior Manager of Affordable Housing.
6. Payment of Charges: the resident, when transferring between properties, must pay charges for any damage beyond normal wear and tear before the transfer can take place. This also includes assessed charges for cleaning the unit, past due rent, and retroactive rent. (See paragraph E.4.)

## **SECTION IX. THA Ban List Policy**

### **A. Policy**

It is the policy of The Housing Authority of the City of Tulsa (THA) to ensure the safety, security and welfare of all legitimate residents and housing staff on all THA property.

### **B. Purpose**

To ban, arrest and/or prosecute individuals who cannot legally claim residence or entitlement to THA property or who do not have legitimate reasons and/or permission for access to THA property.

### **C. Who Uses the Ban List Policy**

Police, Property Managers, other THA staff, and other individuals authorized to control activities on THA property.

### **D. Procedures**

In order to ban residents and non-residents from THA property, the following guidelines apply:

1. Banning Residents: residents may be banned from all THA property except their immediate Housing Property pending lease termination if any of the following are found to be applicable to the resident through an official hearing process:
  - a. resident is engaged in drug-related or criminal activity on or near THA property
  - b. resident acts in a manner so as to threaten or disturb the safety and well-being of police, staff, residents and others.
2. Non-Residents: A non-resident, or unauthorized guest (i.e. One who is not listed on any lease held by THA and has no legitimate business on THA property), may be barred for:
  - a. suspected of actual criminal activity, including drug trafficking, drug use and/or possession, damaging THA property;
  - b. loitering in common areas or on other THA property;

- c. acting as a lookout or facilitator for drug-related or any criminal activities;
- d. consumption of alcoholic beverages on THA property in violation of local ordinances;
- e. obstructing or interfering with police, THA Authority staff or agents of THA in the performance of their duties;
- f. acting in a manner so as to disturb the safety and well-being of residents, staff, police and others.

These conditions apply to legitimate guests of residents as well, with the added condition that no guests who have been convicted for serious criminal or drug-related activities on THA property in the past three (3) years are permitted to be on any THA property, even as a legitimate guest of the resident.

- 3. Prosecution of Trespass Violators: Individuals, who are on the THA ban list, will be prosecuted to the fullest extent as permitted by law for trespassing upon THA property at any time in violation of the notice earlier provided and so long as the ban shall remain in full force and effect. Arrests for violation of the pertinent section of the Crimes Code of the state shall be affected as is appropriate and lawfully permitted under the law as presently constituted depending upon the observations of the violation and by whom those observations were made.
- 4. Reporting Ban Lists
  - a. All persons banned from THA property are to be placed on an official list indicating the ban status of the offenders.
  - b. Updates of all persons banned from THA property will be created monthly and maintained by THA Security.
  - c. The list shall show name, date of birth, and location where offence occurred.

**E. Criteria for being removed from the THA Ban List**

- 1. Individual must make a written request to Senior Vice President of Affordable Housing to be removed from the ***THA Ban List***.

2. The request is then submitted to the THA Ban List Board for review.
3. The THA Ban List Board will consist of representative from THA Security Office, THA Legal, and one Property Manager.
4. There will be a hearing on the request to be removed from the ***THA Ban List***. Once the Senior Vice President of Affordable Housing receives the request, the THA No Trespassing Board will act on the request within 15 working days.
5. The recommendation of the THA Ban List Board will be forwarded to the Senior Vice President of Affordable Housing for a final decision.
6. The individual requesting removal from the ***THA Ban List*** will be notified in writing by the Senior Vice President of Affordable Housing.

## **SECTION X. Violence Against Women and Justice Department Reauthorization Act (VAWA) Policy**

### **A. Purpose and Applicability**

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162), the Violence Against Women Act Conforming Amendments (Final Rule effective November 26, 2010). and more generally to set forth THA’s policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by THA of the Section 8 Housing Choice Voucher, Public Housing and the Section 8 Project-based program under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **Goals and Objectives**

**This Policy has the following principal goals and objectives:**

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

## **B. Other THA Policies and Procedures**

This Policy shall be referenced in and attached to THA's Five-Year Public Housing Agency Plan. THA's annual public housing agency plan shall also contain information concerning THA's activities, services or programs relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of THA, the provisions of this Policy shall prevail.

## **C. Definitions**

### **As used in this Policy:**

#### **1. *Domestic Violence***

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

#### **2. *Dating Violence***

The term 'dating violence' means committed by a person

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

#### **3. *Stalking***

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

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

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

#### **4. *Sexual Assault***

Any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

#### **5. *Affiliated Individual***

With respect to a person

- A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- Any individual, tenant, or lawful occupant living in your household.

#### **6. *Perpetrator***

Person who commits an act of domestic violence, dating violence or stalking against a victim.

### **D. Admissions and Screening**

1. *Non-Denial of Assistance.* THA will not deny admission to the Section 8 Housing Choice Voucher program, Public Housing or the Section 8 Project-based programs to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

2. *Admissions Preference.* (Section 8 Housing Choice Voucher Program and Public Housing only) Applicants for housing assistance from THA will receive a preference in admissions if the applicant family is residing in a public or private shelter as a result of domestic violence; and/has had actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who was living in the unit with the family.

The actual or threatened violence must have occurred within the past 6 months prior to certification or be of a continuing nature. Domestic

violence will be considered “continuing” if the applicant provides medical records, police reports, or statements from a qualified domestic violence social worker documenting repeated abuse and the most recent episode was not more than six (6) months prior to the date that THA is certifying the applicant eligible for assistance.

## **E. Termination of Tenancy or Assistance**

1. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 Housing Choice Voucher and Section 8 Project-based programs have the following specific protections, which will be observed by THA:

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

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

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

ii. Nothing contained in this paragraph shall be construed to limit the authority of THA or a Section 8 owner or



manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or THA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property.

2. *Removal of Perpetrator and remaining occupants.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, THA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by THA. Leases at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by THA, shall contain provisions setting forth the substance of this paragraph

In the case of bifurcation any remaining occupants who had not established eligibility for assistance must be given the maximum time permitted by statute, or at least 90 calendar days from the date of bifurcation of the lease to establish eligibility.

## **F. Verification of Domestic Violence, Dating Violence or Stalking**

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

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in

one of the following three ways:

- i. *HUD-approved form – (HUD form 5382)* by providing to THA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
- ii. *Other documentation* - by providing to THA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
- iii. *Police or court record* – by providing to THA a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

2. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by THA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. In cases of conflicting evidence, tenants and applicants who may need to submit third-party documentation to document occurrence of a VAWA crime have 30 calendar days to submit the third-party documentation.

3. *Waiver of verification requirement.* The Sr. Vice President of Affordable Housing or Designee may, with respect to any specific case, waive the above-stated requirements for verification and provide the

benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Sr. Vice President of Affordable Housing or Designee. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## **G. Confidentiality**

1. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to THA shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

- i. requested or consented to by the individual in writing, or
- ii. required for use in a Public Housing or Section 8 Projected-based site eviction proceedings or in connection with termination of Section 8 assistance, as permitted in VAWA, or
- iii. Otherwise required by applicable law.

2. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 tenant or project-based rental assistance programs administered by THA shall be notified in writing concerning their right to confidentiality and the limits on such right to confidentiality.

## **H. Emergency Transfer to New Residence**

1. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking; and if a resident is a sexual assault victim and the assault occurred on the premises during a 90 day period preceding request, THA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer of a Section 8 participant or a Public Housing resident to a different unit in order to reduce the level of risk to the individual. A participant/resident who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the participant or another member of the household who is or was the victim of domestic violence dating violence stalking or sexual assault and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

They cannot refuse any offer unless they can show that the new location will put them in danger of further violence or harm. (i.e. the new unit is next door to the perpetrator's family). If they do refuse the offer and cannot show that the new location will put them in danger they will no longer be considered to be in need of any emergency transfer. They may still receive a transfer but will be put on the regular transfer list without any priority.

THA will take all precautions to not disclose the location of the new unit to the perpetrator.

Residents must also take precautions not to disclose their new location to the perpetrator. They cannot give the perpetrator a key to the unit or voluntarily allow them into the unit for any reason. If they do so they will be considered to be in violation of their lease.

- a. *Domestic Violence Class.* Domestic Violence is the largest crime problem facing THA. THA believes the best way to help prevent and reduce the incidences of domestic violence is through education. Therefore applicants must attend a domestic violence class before the application is approved. Current residents that become victims will also be required to attend a class.
- b. *Portability.* A Section 8 Housing Choice Voucher participant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

## **I. Court Orders/Family Break-up**

1. *Court orders.* It is THA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by THA. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

2. *Family break-up.* Other THA policies regarding family break-up are contained in THA's Section 8 Administrative Plan, Occupancy Policy and Resident Selection Plans.

#### **J. Relationships with Service Providers**

It is the policy of THA to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If THA staff becomes aware that an individual assisted by THA is a victim of domestic violence, dating violence or stalking, THA will refer the victim to such providers of shelter or services as appropriate. This Policy does not create any legal obligation requiring THA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case.

#### **K. Notification**

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

#### **L. Relationship with Other Applicable Laws**

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