



Housing Authority of South Bend

(HASB)

FY 2024 Admissions and Continued Occupancy Plan (ACOP)

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Housing Authority of South Bend

(HASB)

Admissions and Continued Occupancy Policy

This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the Housing Authority of South Bend (HASB) governing Public Housing. Policies contained in this ACOP can be revised only by Board resolution and, if the revision is significant, by amending the Annual Plan.

The ACOP is designed to be used with a series of Procedures referenced throughout the text in bold-face type. The procedures describe how policy is administered. Operational details, methods and systems are outlined in procedures, rather than in this policy. The HASB will issue new procedures when necessary. All procedures will be dated and numbered.

I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Housing Authority of South Bend (HASB) to comply with all Civil Rights laws now in effect and subsequently enacted, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; Executive Order 11063,
- c. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- d. Age Discrimination Act of 1975;
- e. Titles II and III of the Americans with Disabilities Act of 1990, otherwise Section 504 of the Rehabilitation Act, and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units.);
- f. Other equal opportunity provisions listed in 24 CFR 5.105;
- g. Any applicable State laws or local ordinances.

2. The HASB will not discriminate because of race, color, sexual orientation, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the HASB's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

3. HASB will not deny admission to otherwise qualified applicants.

4. HASB will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants. The HASB will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in Public Housing program.

2. Provide housing that is different from that provided to others.

3. Subject anyone to segregation or disparate treatment.

4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.

5. Treat a person differently in determining eligibility or other requirements for admission.

6. Steer an applicant or participant toward or away from a particular area based on any of these factors.

7. Deny anyone access to the same level of services.

8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

9. Discriminate in the provision of residential real estate opportunities.

10. Discriminate against someone because they are related to or associated with a member of a protected class.

11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by HASB the family should advise HASB Executive Director.

2. HUD requires HASB to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.

3. In addition, the Authority will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets.

Information includes referrals to the City of South Bend's Fair Housing Office, the Indiana Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low-cost legal service.

4. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

II. Eligibility for Admission and Processing of Applications

A. Affirmatively Furthering Fair Housing

1. HASB will affirmatively further fair housing by marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The affirmative marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs and characteristics of families on the waiting list. HASB will review these factors regularly to determine the need for and scope of affirmative marketing efforts. All affirmative marketing efforts will include outreach to those least likely to apply.

B. Qualifying for Admission

1. HASB policy will admit only applicants who are qualified according to all the following criteria:

- a. Are a family as defined in Section XV of this policy
- b. Meet HUD requirements on citizenship or immigration status
- c. Have an Annual Income (as defined in Section IX of this document) at the time of admission that does not exceed the income limits per household size posted in HASB offices.
- d. Provide documentation of Social Security numbers for all household members, or certify that they do not have Social Security numbers
- e. Meet the Applicant Selection Criteria in Section II. G. of these policies, including completing a HASB approved pre-occupancy orientation session.
- f. No household larger than 10 people may be admitted. This is since HASB's developments do not include bedrooms beyond five bedrooms. Therefore, households with more than 10 people would exceed the occupancy standards of no more than two persons per bedroom.

2. Applicants who are listed as a head of household or spouse of a head of household on a current HASB Public Housing lease are not qualified for admission but may qualify for a transfer (See Transfer Policies below)

C. Establishing and Maintaining the Waiting List

1. HASB and or its designated representative will administer waiting lists as required by HUD's regulations and its Procedure on Selection from the Waiting List. HASB's site-based waiting lists will be opened and closed in accordance with HASB's Procedure on Opening and Closing Waiting Lists.
2. HASB will periodically update each waiting list by contacting all applicants in writing in accordance with HASB's Procedure on Updating the Waiting List.
3. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted in accordance with HASB's Procedure on Selection from the Waiting List.

D. Removing Applicants from the Waiting List

1. Applicants shall be removed from the waiting list because
 - a. They have been housed,
 - b. They have requested in writing that their names be removed,
 - c. Their applications have been withdrawn or rejected,
 - d. They have refused an offer of housing without good cause.
2. Removed Applicants will be sent notice in writing of their removal from the waiting list and their right to an informal hearing if requested in a timely manner. No notice or informal hearing is required following voluntary withdrawal of an application.
3. Withdrawing an Application from the Waiting List
 - a. The HASB may remove/withdraw an applicant's name from the waiting list under the following circumstances:
 1. The applicant requests that the name be removed.
 2. The applicant has failed to advise the HASB of his/her continued interest in public housing during the waiting list update. This includes failing to notify the HASB of any changes in family status, preference status, address.
 3. The HASB has made reasonable efforts to contact the applicant to update the waiting list but has been unsuccessful. Correspondence (or other methods designated by an applicant with a disability) sent by first class mail to the latest address that is returned by the Post Office will constitute documentation of reasonable effort to contact the applicant.
 4. The property has made reasonable efforts, including courtesy phone calls and a written notice, to contact the applicant to schedule interviews necessary to complete the application process or to obtain information necessary to process the application, and the applicant has failed to respond by the required due date. Documentation of at least three attempts to contact the client by phone will constitute reasonable effort.
 5. When an applicant fails to keep a scheduled interview with HASB and/or its representative.

6. The HASB may consider mitigating circumstances such as health problems or situations beyond the control of the applicant in determining whether the application should be withdrawn.

7. If the reason an applicant with disabilities did not respond to the HASB's attempts to contact him/her is related to the disability, the HASB should, as reasonable accommodation, reinstate the applicant in the former position on the waiting list.

4. Rejecting an Application for Public Housing

a. HASB may reject an application and thus remove an applicant's name from the waiting list under the following circumstances:

1. The applicant is no longer eligible for public housing.
2. The applicant fails to pay an outstanding balance owed to the HASB within 14 days from when they are notified.
3. The applicant fails to meet the screening criteria requirements.
4. The applicant fails to complete the Pre-Occupancy Orientation.
5. The applicant is unable to obtain service by the utility supplier; or
6. The applicant fails the HASB's screening because of a documented tenant history of:
 - i. Previous removal from the waiting list within the last 12 months.
 - ii. Inability or unwillingness to comply with the terms of the PHA's lease.
 - iii. Misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent.

5. Removing or Dropping an Application for Refusal of a Unit Offer

a. If an applicant receives an offer of housing and rejects the offer without good cause, the HASB will remove the applicant from the waiting list.

b. **Good cause** is when an applicant is willing to move but is unable to do so at the time of the unit offer. For example, the applicant is in the hospital or is serving on a sequestered jury. The applicant should be able to document that the hardship claimed is good cause for refusing an offer of housing. If good cause is verified, the refusal of the offer will not require that the applicant be removed from the waiting list or otherwise affect the family's position on the waiting list.

6. Applicant's Right to Informal Hearing:

a. An applicant who is removed from the waiting list may request an informal hearing before an impartial Hearing Officer.

b. A request for an informal hearing must be made in writing and received by the Management Office no later than fourteen (14) calendar days after the date of the application denial letter.

c. An informal hearing appointment notice will be sent to the applicant at their address of record.

d. An applicant may request to reschedule the informal hearing, but such request must be made in writing and received by the office no later than 48 hours before the scheduled hearing.

- e. The Hearing Officer will issue a written decision within two (2) weeks of the hearing. The decision will be mailed to the applicant's address of record.
- f. HASB is currently utilizing Informal Hearing guidelines which are provided in Attachment A

E. Processing Applications for Admission

1. HASB will accept and process applications in accordance with applicable HUD Regulations and HASB's Procedure on Selection from the Waiting list. Except for qualification for preferences, HASB will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified in accordance with HUD requirements later in the application process.
2. Every application file for admission to public housing will include the date and time of application; applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused.
 - a. The following information will be verified according to PIH Notice 2010-19 to determine qualification for admission to HASB's housing:
 1. Household composition, demographics, and type (Elderly/Disabled/Near elderly /Non-elderly)
 2. Annual Income
 3. Assets and Asset Income
 4. Deductions from Income
 5. Preferences
 6. Social Security Numbers of all household members
 7. Applicant Screening Information (including criminal history)
 8. Citizenship or eligible immigration status
 - b. Enterprise Income Verification (using Federal databases) and third party written, faxed or electronic verification are the required form of documentation. Any other form of verification requires a note to the file explaining its use.

F. The Preference System

1. Preferences establish the order of applicants on the waiting list. An admission preference does not guarantee admission. Every applicant must still meet HASB's Selection Criteria before being offered a unit. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (immediately prior to execution of a lease), are verified to meet the definitions of the preferences described below.
2. Local Preference - There are local preferences in effect. An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (which are defined Chapter XV):
 3. Homeless preference:

HASB gives a preference to applicant households meeting all of the following criteria:

1. Meet the federal definition of homeless.
2. Are referred to HASB by a homeless service provider with whom HASB has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to the provision of housing search assistance and supportive services for the referred household.
3. Have received a written commitment from the referring homeless service provider for housing assistance.
4. Have received a written commitment from the homeless service provider for 12 months of supportive services to help the household's transition from homelessness to permanent housing; and
5. Have received a written commitment from the homeless service provider for 12 months of supportive services to help the household comply with eligibility and continuing occupancy policies, lease, house rules and any other applicable program requirements.
6. If it is determined that an applicant referred by a homeless service provider, as described in 3. above, does not meet the criteria described therein, the applicant will be removed from the waiting list, but will retain their place on any HASB waiting lists they were on prior to their referral by the service provider.
7. If the HASB denies an applicant's preference claim, HASB notifies the applicant and referring service provider in writing, including the reason(s) for the preference denial.

4. Police officer preference

The Authority will grant an admissions preference to increase security for public housing residents to no more than one police officer per property, whether the officer's household is eligible for public housing.

The following conditions apply to the award of this preference:

1. The police officer's household must live near other residents.
2. No current residents will be transferred to make a unit available to a police officer.
3. The regular HASB dwelling lease will be used for the police officer.
4. All policies established in this ACOP, and related procedures apply.
5. Rent will be a flat rent for the unit of \$350.00 per month.
6. The police officer's residency is contingent on his/her continuing to work as a police officer. 7. The public housing unit must be the police officer's only place of residence.

5. Factors other than Preferences that affect selection of Applicants

Accessible units: For Uniform Federal Accessibility Standards (UFAS) accessible units, resident and applicant families that include a member with a disability who has a verified reasonable accommodation to need the features of such units will be given preference for admission over a household that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

1. Income targeting: In accordance with the requirements of the Quality Housing and Work Responsibility Act of 1998, at least 40 percent of admissions in every year will be families of Extremely Low Income (as defined in Chapter XV, Definition of Terms).

2. Deconcentration: If at any time, one of HASB's properties has an average tenant income greater than 15 percent higher than the Authority-wide average income, extremely low and very low-income applicants will be targeted for admission until it is within 15 percent of the Authority-wide average income. This requirement neither requires nor permits the transfer of families to achieve de-concentration goals.

3. Continuously Assisted Families: HASB will also consider special admission for families that: Are being relocated from the Authority's properties in which HASB is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation

A family qualifies for special admission when they receive notice that they will have to move for one of the three reasons cited above. These categories have equal weight and eligible families will be issued vouchers (Should the issuance of vouchers be included in the ACOP or the Admin Plan) in an order based on the date on which they receive notice to move.

G. Applicant Screening Criteria

1. All applicants will be screened in accordance with HUD's regulations and sound management practices. HASB will determine each applicant household's ability to comply with the essential lease requirements in accordance with HASB's Procedures below:

- a. Any costs incurred to complete the application process and screening will be paid by HASB.
- b. Applicants who owe money to HASB or any other housing authority will not be placed on the waiting list until their debt is paid in full.
- c. The HASB will reject any applicant for five years from the date of eviction of any household member who has been evicted from any federally assisted housing for drug-related criminal activity. However, the HASB may admit the household if the HASB determines that:
 1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the applicable presiding Court jurisdiction.
 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned); or
 3. The applicant household will not include the member involved in drug-related criminal activity.

2. The HASB is required to reject the application of a household if the HASB determines in the background check that:

- a. Any household member is currently engaging in illegal use of a drug; or
- b. The HASB has reasonable cause to believe that a household member's illegal use or

- pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
- c. Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
 - d. Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program, or
 - e. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

3. In addition to the HUD-required rejections for criminal activity, HASB will reject applicants if HASB determines that:

- a. Any household member has a history of criminal activity in the past five years that involves drug related criminal activity, crimes of physical violence to persons or property or any criminal acts which would adversely affect the health, safety or welfare of other tenants.
- b. Crimes of physical violence to persons or property would include but are not limited to homicide, murder, destruction of property, vandalism, criminal mischief, arson, threats, harassment, assault, fighting, domestic violence, sexual assault and attempts and/or conspiracies thereof.
- c. Criminal acts that would adversely affect the health, safety or welfare of other tenants include but are not limited to: burglary, robbery, theft, weapons offenses, criminal conduct involving minors and home invasion.
- d. The applicant is applying to a property that has tenant-paid utilities and the applicant is unable to get utilities connected in his/her own name.

4. An applicant's misrepresentation of information related to eligibility, preference for admission, housing history, allowances, household composition, criminal history or rent will result in rejection.

5. At the time of admission, applicants must demonstrate the ability and willingness to comply with the terms of HASB's lease, either alone or with assistance. Availability and source of assistance is subject to verification by HASB.

6. Screening applicants who claim mitigating circumstances

- a. If negative information is received about an applicant, consideration may be given to the time, nature, and extent of the applicant's conduct. In a manner consistent with HASB's policies, procedures and practices referenced in 24 CFR §960.203(b), consideration may be given to factors that might indicate a reasonable probability of favorable future conduct.

7. Qualified and Unqualified Applicants

- a. Qualified families will be notified by HASB or its representative of the approximate date of admission insofar as that date can be determined, however the date stated is an estimate and does not guarantee that applicants will be housed by that date.

b. Unqualified applicants will be promptly notified by a Notice of Rejection from HASB, stating the basis for such determination and offering an opportunity for informal hearing. At the Informal Hearing the applicant can offer information about mitigating circumstances or mistakes in fact upon which HASB’s decision was based. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.

c. Applicants known to have a disability who are eligible but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

d. Any adult member of the family has been evicted from federally assisted housing in the past 5 years will be denied, except that they would retain their eligibility in cases where they were evicted for non-payment of rent or utilities, but they subsequently paid off their debt owed in its entirety; with written confirmation reported in HUD’s database (PIC).

H. Occupancy Guidelines: HUD Notice of Policy, Dec. 18, 1998, Federal Register

1. Units will be occupied by families of the appropriate size. This policy maintains the usefulness of the unit, while preserving it from excessive wear and tear and underutilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard		
Number of Bedrooms	Minimum Persons/Unit	Maximum Persons/unit
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	5	8
5 BR	7	10

2. The following principles govern the size of unit for which a household will qualify. Generally, two people per bedroom. Units will be so assigned that:
 - a. Children aged four and under will not be allotted an additional bedroom with any other child or a parent, regardless of age or sex.
 - b. Two children between the ages of five and seventeen of the same sex will not be allotted an additional bedroom.
 - c. Two children between the ages of five and seventeen of a different sex will be allotted an additional bedroom, although they may share a bedroom at the request of the household.
 - d. Adults (over age eighteen) of the same sex will not be allotted an additional bedroom.
 - e. Adults (over age eighteen) of opposite sexes who are spouses or co-heads will not be allotted an additional bedroom.

- f. Adults (over age eighteen) of opposite sexes who are not spouses or co-heads of household will be allotted an additional bedroom although they may share a bedroom at the request of the household.
 - g. A single head of household parent will be allotted an additional bedroom for with his/her child over age four, although they may share a bedroom at the request of the household.
 - h. Exceptions to the largest permissible apartment size may be made in case of an approved reasonable accommodations for a person with disabilities.
 - i. An unborn child will be counted as a person in determining apartment size.
3. In determining apartment size,
- a. HASB will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as the household can document that the child will be living with the household.
 - b. An approved live-in aide may be assigned a bedroom. Single, elderly, or disabled residents with live-in attendants will be assigned either one- or two-bedroom units.
 - c. One-bedroom units in designated elderly properties will be leased first to couples or single persons with live-in aides.
 - d. HASB reserves the right to relax these Occupancy Standards at hard-to-lease properties.
4. The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a household may be offered.
5. The largest apartment size that a household may be offered would be one bedroom per household member, considering household size and composition.

III Tenant Selection and Unit Assignment Plan

Organizing the Applicant Waiting List

HASB will maintain a centralized waiting list format that records the type and size of apartment needed, each applicant's priority/preference status, the application number, and the race and ethnicity of the household head.

Site-based Waiting Lists

All properties will manage and maintain site-based waiting lists.

B. Making Unit Offers to Transferees and Applicants

1. Certain types of transferees will receive offers of housing before applicants from the waiting list.
2. In all offers HASB will not discriminate on grounds of race, color, sex, religion, sexual orientation, national origin, disability, or familial status.
3. Specifically, the following order of offers applies:

- a. Transfers (See Transfer Policy)
- b. New Admissions from each property's site-based waiting list.
 - i. If however, there are insufficient numbers of eligible applicant households on a given development's site-based waiting list relative to the number of existing or anticipated vacancies at that development; using HASB's same policies for establishing placement on a waiting list or eligibility for a dwelling unit, the Authority will allow applicants on other properties' site-based waiting lists to transfer to other properties' site-based waiting lists of an applicable and appropriate unit size;
- c. Resident-initiated transfers.

4. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.

An applicant/transferee must accept the vacancy offered or be removed from the waiting list unless the applicant refuses the offer with Good Cause. HASB will first match the apartment available to the highest-ranking applicant for an apartment of that size, type and special features (if any). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of apartment and have the same local and ranking preference status, the applicant with the earliest date and time of application will receive the earlier offer. When the option to open a site-based waiting list for a particular HASB development(s) and specific bedroom size(s) is not practical or feasible, HASB will allow a transfer of an existing applicant households application to be applied to a different HASB waiting list at a different development in order to address circumstances where there are vacancies or likely to be vacancies at such development(s) and specific bedroom size(s) in the near future.

5. When application processing is delayed because of missing verifications, a household's application will be suspended until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed back on the waiting list in its former position.

6. All offers will be made in writing. Applicant will be given 14 business days from the date reflected on the letter, to contact the property or appear for a lease meeting to determine eligibility.

7. The applicant must accept any apartment offered within 2 business days of the later of

- a. The date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities); or

- b. The date they are shown the apartment.

8. If the applicant does not accept the unit offer within 2 business days, they will be removed from the waiting list. a. If more than one apartment of the appropriate size and type is available,

the first apartment to be offered will be the apartment that is or will be ready for move-in first. b. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.

C. Accessible Units

1. Before offering a Uniform Federally Accessibility Standards (UFAS) accessible apartment to a non-disabled applicant, HASB will offer such units:

a. First, to the current public housing resident having a disability that requires the greatest numbers of the special features of the vacant apartment.

b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment.

2. When offering an accessible/adaptable apartment to a non-disabled applicant, HASB will require the applicant to agree to move to an available non-accessible apartment within 10 business days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease signed with the applicant.

3. If an applicant household includes a member with a visual or hearing impairment, the HASB will retrofit the unit to be offered to the household to make it fully accessible considering the household member's disability.

D. Administering the Applicant and Transfer Waiting Lists

1. Applications for admission and transfer to public housing properties will be managed and overseen by the HASB's Management Department.

IV Leasing Policies

A. General Leasing Policy

1. Apartments will be leased without regard to race, religion, sex, age, sexual orientation, national origin, disability or household status.

2. All public housing units must be occupied by families whose sole residence is the public housing apartment.

3. All units must be occupied pursuant to a signed HASB lease that complies with HUD regulations.

4. HASB will not offer or move a household into an apartment that does not meet basic standards of habitability, including HUD occupancy standards.

5. The lease will be signed by the head of household, his/her spouse, and all other adult members aged 18 and older of the household and by the property manager or other authorized representative of HASB or other authorized representative of HASB, prior to actual admission.

6. The manager or other authorized representative of HASB will provide an explanation of the lease provisions either prior to move-in or at the time of move-in.
7. All changes in household composition, income or household status will be processed by the property manager or authorized member of HASB.
8. The resident will pay a security deposit at the time of leasing. The security deposit for Elderly or Disabled families will be the greater of \$75- or one-month's rent. The security deposit for non-elderly and non-disabled families will be the greater of \$150- or one-month's rent. For all current residents, the amount of security deposit already paid will not be increased while the resident lives at any HASB property (including situations in which a household is transferred from one property to another).
9. Non-refundable pet fees (public housing units) or pet deposits are in addition to the security deposit, in accordance with HASB's Pet Procedure.
10. If a resident transfers from one HASB apartment to another, a new lease will be executed for the dwelling into which the household moves.
11. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - a. A new lease agreement will be executed, or
 - b. A Notice of Rent Adjustment will be executed, or
 - c. An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the property manager or other authorized representative of HASB.
12. At the time of leasing the new resident will receive a copy of the HASB Lease and all applicable attachments including as needed, **the Bed Bug Addendum & Pamphlet, Community Service Requirements, Curfew Policy, Debts Owed to Public Housing Agencies and Terminations, Drug-Free/Crime-Free Housing Addendum, Fair Housing Statement of Knowledge & Brochure, Fire Extinguisher, House Rules, Housekeeping Standards, HUD Authorization for Release of Information, HUD Fraud Bulletin, Information on Lead Based Paint, Maintenance Charges, Mold Addendum, New Tenant Orientation, Parking and Towing Policy, Public Housing Grievance Policy, Public Housing Pet Policy, Reasonable Accommodations Notice, Renter's Insurance Information, Smoke Detector, Smoke Free Addendum, Third Party Utility Notification Request, Violence Against Women Act, What You Should Know about EIV.**
13. If, at any time, the head of household dies or leaves the unit for any reason (institutionalization, forming a new household elsewhere), HASB will permit the remaining members of the household to remain in the unit subject to the requirements described in Annual Reexamination, Income and Household Circumstances.
14. Participants must adhere to the terms and conditions of the Lease.

B. Showing Units Prior to Leasing

1. Applicants may have an opportunity to see the unit being offered or a similar sample unit before they accept the offer and lease the apartment

C. Additions to and Deletions from the Resident Household

1. Only persons listed on the most recent certification form and lease or added in accordance with law will be permitted to occupy a dwelling unit.

2. Generally, HASB will approve the addition of a household member when that individual passes screening and does not result in the household becoming larger than the maximum occupancy limit of the current unit.

3. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.

4. Once removed, a household member cannot be added to a household for twelve (12) months and is subject to eligibility screening.

D. Visitors

1. Visitors are permitted in a dwelling unit in accordance with the house rules and lease terms so long as they have no previous history of behavior on HASB premises that would be a lease violation. A list of individuals not allowed (trespassed) to return to the property for any reason will be maintained for public view in the leasing office.

2. Visitors may visit for a total of 14 days within any twelve-month period.

F. Smoking Policy

1. Smoking is not permitted in any restricted areas at public housing properties owned or managed by HASB, its affiliates, or any entity in which HASB has a partnership or ownership interest (HASB Property(ies)). Restricted areas in which smoking is prohibited includes:

a. Inside any public housing living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures.

b. Outdoor areas within 25 feet from public housing and administrative office buildings (including those identified above)

2. Banned tobacco products include items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes. Water pipes (hookahs) are also prohibited.

G. Community Service

Community Service is defined as the performance of unpaid voluntary work or duties that are a public benefit. Federal regulations established community service requirements to engage eligible public housing tenants in rewarding activities offering opportunities to acquire work experience and/or benefit the overall community. Adult tenants deemed by management as non-exempt will be required to report the completion of eight (8) hours of community service, participation in a Self- Sufficiency program, each month. Management will comply with the following terms to implement and enforce community service requirements:

1. Management shall provide written notice to all adult residents informing them of community service and self-sufficiency requirements. The notification must alert residents of their requirement determination that indicates if they are exempt or non-exempt; along with actions that are needed for the tenant to comply.

a. Eligible Participants

1. Adult tenants who are non-working residents and not elderly, disabled or handicapped are deemed as non-exempt and required to perform eight hours of community service, each month.
2. Adult tenants who are exempt (not required) to complete community service requirements are adult individuals who are:

i. At least age 62 years or older

ii. Blind or disabled (as defined under section 216[i][1] or 1614 of the Social Security Act), that can be verified because of the disability s/he is unable to comply with the service provisions.

Verification shall be determined by the HASB when the tenant submits Reasonable Accommodation forms for to HASB to confirm.

iii. A primary caretaker of a disabled household member (as defined above)

iv. Engaged in work activities for a minimum of 30 hours per week.

v. Enrolled as a full-time student (12 semester hours) at a secondary school or an institution of higher.

3. Tenants are responsible for reporting to management any changes resulting in a modification of their eligibility to perform community service. Management will acknowledge the status change on the date it is received from the tenant. Tenant shall be required to complete all service hours that were required prior to the change.

4. Tenants who are exempt, due to employment, must be working with an employer a minimum of 30 hours per week and verified by management.

5. Management shall make the final determination regarding tenant's community service status (exempt vs not exempt). Tenants may use the Grievance Process if they disagree with management's determination.

6. Tenants seeking exemption because of disability(ies) shall submit a Reasonable Accommodation to HASB for a final approval to have their status changed.

b. Eligible Community Service Activities

1. Eligible Community Service hours shall directly benefit the general public and/or public housing site under the direction of an organization that is deemed non-profit, faith-based and/or public sector; located within St. Joseph County. Tenants participating in postsecondary institutions/job training programs are allowed to be enrolled with institutions outside of St. Joseph County. 2. Community service hours cannot be fulfilled with a for-profit or private sector entity; nor include any involvement with political activities.

3. In lieu of performing community service hours, non-exempt residents may participate in a self-sufficiency program. Involvement in a self-sufficiency program is defined as actively attending/participating in an official class/workshop/training for a minimum of 8- hours per month.

4. Self-Sufficiency program shall be defined as any program allowing tenants to increase their capacity to become economically self-sufficient (literacy, post-secondary education, job training, employment service, etc.) and/or efforts to live independently (community-based support groups).

5. A combination of community service hours and self-sufficiency participation, of at least eight hours each month, will be accepted.

6. Management will only accept 8 hours of community service each month. Completed service hours beyond 8 hours will not be accepted; unless authorized in advance by management to resolve delinquent hours.

7. Management may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its' employees.

c. Administering Community Service Policy

1. Family members 18 years of age and older (deemed as non-exempt) will be notified of the community service requirements prior to admission and again at each annual reexamination.

2. The Property Manager will provide non-exempt individuals with:

- 1) information clarifying what the qualifying activities are,
- 2) forms for tracking completed service hours,
- 3) verification of participation and
- 4) the process for reporting any changes to exempt or non-exempt status of family members.

Non-exempt tenants are responsible for acquiring all required community services forms from management, for properly reporting the completion of monthly hours. Tenant shall also be responsible for ensuring all documents/forms are completed in its entity.

Management can reject documentation that is incomplete and does not meet the minimum 8-hours requirement and/or any other requirements governing community services hours.

d. Reporting Community Service Hours

1. Management will review the family's community service compliance every month. Tenants shall submit documentation to management, indicating their completion of 8 community services hours with their rent payments. It shall be the responsibility of the Head of Household to ensure all non-exempt household members submit their documentation indicating their completion of service hours and/or participation forms. Tenants shall also be required to retain copies of all completed services hours for future reference.

2. Households' failure to submit completed community service documentation with monthly rent payments shall be deemed as non-compliant and in violation of the lease and grounds for termination.

3. If management determines that a non-exempt family member has not met their service requirement, the tenant and/or the Head-of-Household will be notified of the noncompliance determination.

A notice of non-renewal of the lease will be issued, unless

a) the head of household and non-compliant resident enters into a written agreement (and follows through with the agreement) to cure the non-compliance matter before the current lease agreement expires, or

b) the Head of Household provides written evidence that can be verified that the non-compliant tenant no longer lives in the unit.

The Property Manager will retain all documentation of completed service requirement performance and/or exemption in the tenants' file.

V. Determining Income and Rent

A. Annual Income

HASB will use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below will be used.

Annual income is the total income from all sources, including, net income derived from assets received by the household head and spouse (even if temporarily absent) and by each additional household member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, nonrecurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The gross amount from earned income, before any payroll deductions, wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the business.
3. Net income, of any kind of real or personal property, interest dividends and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the property.
4. If the Household has Net Household Assets in excess of \$5,000, Annual Income will include
 1. The greater of the actual income derived from all Net Household Assets. or
 2. A percentage of the value of such Assets based on the current passbook savings rate as determined by HUD.
5. For a Household with net assets equal to or less than \$5,000, for recertification of income, HASB will accept a household's self- certification. The self-certification must state the amount of income the family expects to receive from such assets and this amount must be included in the family's income. HASB will obtain third-party verification of all family assets every 3 years starting in year 2018.
6. Zero Income Families: Unless the household has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses will be considered income.
7. 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 [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.].
8. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lumpsum additions as Household assets.).
9. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any household member.

10. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of household members; and

11. All regular pay, special pay, and allowances of a household member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Anticipating Annual Income

1. In determining family income for initial occupancy or interim reviews based on a change to future income, HASB will use anticipated income for a 12-month period. If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for tenants who are only paid for 9 months (ex. School bus drivers, classroom aids, etc.), or for tenants receiving unemployment compensation.)

2. **Annual Recertifications** - HASB will use the income for the family for the preceding year. Preceding year's income may include making other adjustments as it is considered appropriate to reflect current income.

C. Adjusted Income

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions: For All Families 1. **Child Care Expenses** — A deduction of amounts to be paid by the household for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a household member to be gainfully employed, to seek employment or to further his/her education.

Amounts deducted must be unreimbursed expenses and will not exceed: (a) the amount of income earned by the household member released to work; or (b) an amount determined to be reasonable by HASB when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction** — An exemption of \$480 for each member of the household residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

3. **Work-related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for household members with disabilities where such expenses are necessary to permit a household member(s), including the disabled member, to be employed.

In no event may the amount of the deduction exceed the employment income earned by the household member(s) freed to work. Equipment and auxiliary apparatus may include but are not

limited to wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled household member.

Also included would be the annualized cost differential between a car and the cost of a van required by the household member with disabilities.

a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of

Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For Elderly and Disabled Families Only:

1. Medical Expense Deduction — A deduction of unreimbursed Medical Expenses, including insurance premiums, for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of household members), and payments on accumulated medical bills. To be considered by HASB for the purpose of determining a deduction from income, the expenses claimed must be verifiable. a. For elderly or disabled families without work-related disability expenses: The amount of the deduction will equal total medical expenses that are three (3%) percent of annual income. b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

2. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in the next section.

3. Optional Deductions/Exemptions — HASB may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidies to offset additional deductions. At the time of adoption, no optional deductions are in effect. D. Fixed Income Families For any family member with a fixed source of income, HASB will elect to determine that family member's income by a streamlined income determination. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current interest to the previously verified or adjusted income amount.

Family members whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

1. Social Security, Supplemental Security Income, Supplemental Disability Insurance;

2. Federal, state, local, or private pension plans
3. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts;
4. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest. HASB will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. HASB will verify the appropriate COLA or current rate of interest from a public source or through tenant- provided, third party- generated documentation. If not, such verification of income amounts in order to calculate the change in income for the source.

For Fixed Income Families, HASB will obtain third-party verification of all income amounts every 3 years starting in 2018.

E. Choice of Rent

At initial certification and at each subsequent annual reexamination the resident will be offered a choice of paying either the income-based rent or the Flat Rent applicable to the apartment they will be occupying.

Unless a public housing household fails to cooperate in completing an annual re-certification, income-based rent will automatically convert to flat rent when the household's lease agreement expires.

The household will be required to complete their annual review to maintain eligibility for income-based rent.

1. Total Tenant Payment (TTP)

- a. The first step in computing income-based rent is to determine each household's Total Tenant Payment or TTP.
- b. Then, if the household is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which is paid directly to the utility company by the HASB.

2. Total Tenant Payment (income-based rent) is the higher of:

- a. 30% of adjusted monthly income; Or
- b. 10% of monthly income; But never less than the
- c. Minimum Rent of \$50; And not more than the
- d. Flat Rent, if chosen by the household

3. Tenant rent

- a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the HASB pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

4. Minimum Rent the Minimum Rent will be \$50 per month.

5. Minimum rent hardship exemption

A hardship exemption will be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 calendar days).

Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following:

- a. The household has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program,
- b. The household would be evicted as result of the imposition of the minimum rent requirements,
- c. The income of the household has decreased because of changed circumstances, including loss of employment; d. A death has occurred in the household.

6. Being exempted from paying minimum rent does not mean the household automatically pays nothing. Instead, the household is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.

7. Over – Income Families

A family becomes over – income when their income exceeds 120% of the Area Median Income (AMI) for two consecutive years.

- a. Year One - When HASB becomes aware, through an annual reexamination or an interim reexamination for an increase in income that makes the families income over 120% AMI, HASB will document that the family's income exceeds the threshold and to relook at the family's income at the next annual reexamination.
- b. Year Two – HASB must provide written notification to the family that their income has exceeded the over-income limit for one year.
 - i. If the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination.
 - c. If HASB discovers through an annual or interim reexamination that the previously over-income family has income that is now below the over-income limit, the family is no longer subject to the provisions above and the family is entitled to a new 2-year grace period.

VI. Flat Rents

A. Flat Rents

- A. Flat rent is determined by using no less than 80% Small Area Fair Market Rents (SAFMR) established under HCV or the amount housing monthly subsidy under the United States Housing Act.
- B. Flat rents vary by apartment size and type and also by development location.
- C. Tenant – paid utility allowances are then subtracted in order to determine net flat rent.
- D. HASB will take the following information into account in developing its flat rent Schedule:
 - a. Rents of comparable non-assisted rental units in the immediate neighborhood considering the location, quality, size, unit type, unit age, and any amenities.
 - b. Whether utilities are resident-paid or project-paid

B. Annual Update of Flat Rents

- A. HASB will review the Flat Rent structure annually and adjust the rents as needed.
- B. Flat rents may either be increased or decreased based on the market rents and HUD published fair market rents as described above.
- C. When a resident chooses Flat rent, his/her rent will be adjusted only at the next annual reexamination rather than at the point the Flat rent may change.

C. Choice of Rent

- A. Once each year, beginning with admission and continuing at each annual reexamination, each household is offered a choice between paying the income-based rent and the Flat rent applicable to the unit they will be occupying.
- B. A choice of Flat rent may only be offered at admission and annual reexamination.

D. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination to ensure that apartment size is still appropriate for the family composition and Community Service requirements (if applicable) are met.

Unless a public housing household fails to cooperate in completing an annual recertification, income-based rent will automatically convert to a flat rent when the household's lease agreement expires.

The household will be required to complete their annual review to become re-eligible for income-based rent.

Recertification of Families on Flat Rents

E. Hardship Reduction in Flat Rents

- A. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
- B. If the reduction in income lasts more than 30 calendar days, Management will reduce rent to the income-based rent based on verified income information.
- C. If the Resident's income rises again before the annual reexamination, the resident must pay the income-based rent until the next annual reexamination.

VII. Annual Reexaminations of Income and Household Circumstances

A. Eligibility for Continued Occupancy Residents who meet the following criteria will be eligible for continued occupancy:

- 1. Qualify as a household as defined in Section XV of this policy.
- 2. Are in full compliance with the household/resident obligations and responsibilities as described in the dwelling lease.
- 3. All household members have Social Security numbers or have certifications on file indicating they have no Social Security number.
- 4. Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent
- 5. Who are in compliance with the 8 hour per month Community service requirements, if applicable.

B. Remaining Household Members and Prior Debt

- 1. If the head of household dies or leaves the unit for any reason other than termination of the tenancy by HASB, continued occupancy by remaining household members is permitted only if:
 - a. The household reports the departure (or death) of the head of household in writing within 14 calendar days of the occurrence: and
 - b. A replacement head of household is identified and reported to HASB in writing within 30 calendar days of the occurrence: and
 - 1. If after 30 days of the occurrence, no head of household is reported, HASB will proceed with eviction.
 - c. The household member seeking to become the head of household must meet HASB's screening and eligibility requirements.
 - d. The member seeking to become the head of household has reported all income as required by HASB policy.

e. The member seeking to become the head of household has not committed any violation of the lease agreement during their tenancy.

f. The household agrees to occupy an appropriately sized unit based on HASB's Occupancy Standards

g. Except in cases where the member seeking to become the head of household is the parent or legal guardian of a remaining minor(s) (under 18), the proposed head of household has been listed on the lease for at least 12 consecutive months, or since the previous head of household's tenancy (if less than 12 consecutive months).

h. The household agrees to a written payback agreement for any arrearages incurred by the former head of household.

2. Those under 18 seeking to become the head of household must provide proof of emancipation, including but not limited to: Marriage license; Divorce decree, emancipation; or military enlistment or discharge papers.

3. An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet HASB's screening and eligibility criteria.

4. HASB may deny tenancy if an action to terminate the former head of household's tenancy began prior to the former head of household's departure from the unit.

C. Reexaminations

1. Regular reexaminations:

HASB will, at least once a year, re-examine the household composition and incomes of all resident families, except that families paying Flat Rent will have their household composition reexamined annually and incomes reexamined only every three years.

2. Special Reexaminations:

When it is not possible to estimate household income accurately,

A temporary determination will be made with respect to income and a special reexamination will be scheduled every 90 days until a reasonably accurate estimate of income can be made.

3. A special reexamination will be conducted when there is a change in the head of household that requires a remaining household member to take on the responsibilities of the head of household.

4. Zero Income Families:

Unless the household has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have stable income.

Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses will be considered income.

5. If HASB is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but a new lease will not be executed.

a. If HASB prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted;

b. If the resident prevails in the lease termination action, a new lease will be executed.

6. Action Following Reexamination:

If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued.

a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described herein and transferred to an appropriate apartment when one becomes available.

7. The Notice of rent adjustment will include the current rent, the new rent, and the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the resident has the right to request a Grievance hearing if he/she disagrees with or does not understand the new rent. The notice will inform the household on how to request a Grievance hearing

8. Effective Date of Adjustments

a. Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

b. Rent decreases go into effect on the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective on the first of the second month with a credit retroactive to the first month.

c. Rent increases (except those due to misrepresentation) require 30 calendar days' notice and become effective the first day of the following month.

d. Rent increases due to misrepresentation, or failure to report a change, are retroactive to the first of the month following the event that was misrepresented or not reported.

VIII. Interim Rent Adjustments:

A. Adjusting Rent between Regular Reexaminations

1. Residents are required to report all changes in household composition or status to the housing manager within 10 business days of the occurrence. Failure to report within the 10 business days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly.

2. Absent any changes in household composition or status, HASB will process interim changes in rent and tenant-paid utilities in between Regular Reexaminations in accordance with the chart below:

INTERIM INCOME CHANGE	INTERIM HASB ACTION
(a) Decrease in income, except for decrease that lasts less than 30 days or is subject to Imputed Welfare Income rules	HASB will process an interim reduction in tenant rent and tenant-paid utilities (i.e., Total Tenant Payment) if the household's income decreases.
(b) In between regular annual reexaminations or until their next certification period (e.g., annual recertification, transfer of unit/move to another unit, etc.) households are required to report and document their income increase.	In between regular annual reexaminations or until their next certification period (e.g., annual recertification, transfer of unit/move to another unit, etc.) households are required to report and document their income increase. Accordingly, HASB will conduct an Interim Redetermination and the Authority will calculate household increased income
(c) Increase in income	HASB will conduct an Interim Redetermination, and households are required to report and document their income increase.
d) Increase in income (e.g., COLA adjustment for social security).	HASB will not conduct an Interim Redetermination
(e) Increase in income because a person with income (from any source) joins the household.	HASB will conduct an Interim Redetermination of the household's income and process any change to rent and tenant-paid utilities.
(f) Increase in monetary or non-monetary income after Resident claimed zero income	HASB will process an interim change to rent, and tenant paid utilities.
(g) Residents with seasonal or sporadic income.	Residents with seasonal or sporadic income will have their circumstances examined every 90 days until they have stable income and/or will have their prior actual income over the previous twelve months annualized as current and anticipated income. Monetary or nonmonetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses will be considered income. Increases in monetary or nonmonetary income after resident claimed zero income HASB will process an interim change to rent.
(h) Any income changes within 3 months prior to the scheduled recertification	HASB may choose whether or not to conduct an Interim Redetermination within 3 months prior to the scheduled recertification
(i) Interim Income Excluded from Rent Calculations Until a Household's Next Certification Period: Any time a household's income increases and/or their deductions / allowances change in annualized	Interim Income Excluded from Rent Calculations Until a Household's Next Certification Period: Any time a household's income increases and/or their deductions / allowances change in annualized adjusted

<p>adjusted income, if the increases in household income corresponds to previous decreases resulting from the family’s request for an interim reexamination(s), or for the purpose of estimating/calculating an increase in annualized adjusted income. Any similar change described immediately</p>	<p>income, an interim income increase may be considered for the purpose of estimating/calculating an increase in annualized adjusted income, if the increases in household income corresponds to previous decreases resulting from the family’s request for an interim FY 2021 30 above, related to households with first-time admissions. reexamination(s), or for the purpose of estimating/calculating an increase in annualized adjusted income. In other words, the Authority will consider any redetermination of income, including reported household income decreases or increased allowances/deductions undertaken during the previous period(s) of change(s) in household rent and tenant-paid utilities not to exceed twelve months in length. The methodology described immediately above does not apply to first-time admission households. However, during the Authority’s subsequent verification of household income for the time period of eligibility determinations and lease-up / leasing under the program(s), not to exceed the period of time for income eligibility determination, this income verification may be used both to redetermine whether a household would still have been income eligible for the programs(s) as well as whether the tenant rent and tenant-paid utilities (i.e. Total Tenant Payment) would have been higher than the annualized adjusted income provided by the household at that time.</p>
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3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by HASB.

4. HASB will process interim decreases in rent as follows:

a. When a decrease in income is reported, and HASB verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.

b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

5. Residents reporting zero income will have their circumstances examined every 90 days until they have stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses will be considered income.

6. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced: a. The Indiana Department of Human Services (IDHS) has reduced the grant because of welfare fraud; or b. IDHS has reduced the grant because the household failed to comply with economic self-sufficiency requirements.

9. If a resident challenges the IDHS's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the IDHS.

10. If IDHS upholds the grant reduction, the resident will owe a retroactive rent on the interim rent reduction granted.

11. If the IDHS overturns the grant reduction, no retroactive balance is owed.

B. Interim Changes in Household Composition

1. All changes in household composition must be reported within ten 10 business days of occurrence.

2. Additions of the following persons must be requested in writing and require written permission from HASB before the persons may move into the apartment:

- a. Adult household member (including a new spouse);
- b. Foster child or children (but not children added by birth, adoption, or court awarded custody, although those events must be reported within ten (10) days of their occurrence);
- c. Foster adult.
- d. Live-in Aide.
- e. Child in kinship care.

3. All adults who are proposed for addition to a household or household must be screened for eligibility.

4. All adults who are proposed for addition to a household or household must not overcrowd the unit.

C. Effective Date of Rent Adjustments

Residents will be notified in writing of any rent adjustment, including the effective date of the adjustment.

1. Rent decreases go into effect on the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective on the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation or failure to report) require 30 calendar days' notice and become effective on the first of the following month.

IX. Earned Income Disallowances

A. Background EID is a benefit that encourages public housing tenants to seek and retain employment without incurring immediate increases in their rent. The goal is to encourage self-sufficiency by rewarding residents who obtain employment to increase their earnings.

B. Guidelines

1. EID benefits provides discounts on household's rent calculation when tenants are deemed eligible by management when a household member meets any of these criteria:

- 1) increased earned income is due to new employment of a family member who was previously unemployed for at 12-month prior,
- 2) the family received TANF benefits during the previous 6 months and/or
- 3) the household income increased during a family member's participation in a self-sufficiency or job training programs.

2. Households deemed eligible by management to receive EID benefits will receive 100% discount on the increased earned income for 12 months, after the date the tenant was deemed eligible. Management shall utilize the reported income prior to the eligible date as the baseline and exclude 100% of the increased earned income reported by an employer.

3. After a household receives 12 months of EID benefits the discount will decrease to 50%. Management will continue utilizing the household's income prior to the eligibility date to determine the amount of increased earned income. The household's rent increase will be based on 50% of the increased earned income for additional 12 months.

4. EID benefits are awarded to a family member within the household and not the entire household. More than one household member can receive EID benefits if deemed by management as eligible.

5. Public housing tenants are limited to receiving 24 consecutive months of EID benefits, in a lifetime. Tenants who initiate their EID benefits and do not utilize the full 24-months shall waive their rights to any unused months.

6. Tenants may qualify for a retroactive EID if management deems them eligible based meeting ALL of the following criteria:

- 1) Tenant had new or increased earned income and qualified for EID and
- 2) Tenant reported the increased income and
- 3) HASB increased residents rent and
- 4) Tenant paid the increased rent.

7. Credits resulting from the approval of an EID retroactive benefit shall be applied to the household tenant account as a credit. Upon administering a retroactive EID benefit, management shall deduct any balances owed to the HASB from the credit.

X. VERIFICATION REQUIREMENTS

[24 CFR 960.259, 24 CFR 5.230, Notice PIH 2010-19]

PART I: GENERAL VERIFICATION REQUIREMENTS

A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 960.259, 24 CFR 5.230]

Consent Forms

It is required that all adult applicants and tenants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]

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

B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy [Notice PIH 2010-19] HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used.

In general, HUD requires HASB to use the most reliable form of verification that is available and to document the reasons when HASB uses a lesser form of verification. In order of priority, the forms of verification that HASB will use are:

1. Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system.
2. Up-front Income Verification (UIV) using a non-HUD system (i.e., Work Number).
3. Written Third Party Verification (i.e., 4-6 consecutive recent paystubs).
4. Written Third-party Verification Form
5. Oral Third-party Verification
6. Self-Certification

C. Requirements for Acceptable Documents

Any documents used for verification must be the original and generally must be dated within 60 days of the date they are provided to HASB. The documents must not be damaged, altered or in any way illegible. Electronic copies and faxes are considered original documents. Any family self-certifications must be made in a format acceptable to HASB and must be signed in the presence of a HASB representative or a notary public.

File Documentation

HASB must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file. The record should be sufficient to

enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

HASB will document, in the family file, the following:

1. Reported family annual income.
2. Value of assets
3. Expenses related to deductions.
4. Other factors influencing the adjusted income or income-based rent determination.

When HASB is unable to obtain third-party verification, HASB will document why third-party verification was not available [24 CFR 960.259(c)(1)].

D. Written Third-Party Verification [Notice PIH 2010-19]

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source. Examples of acceptable tenant-provided documents include, but are not limited to:

1. pay stubs,
2. payroll summary reports,
3. employer notice or letters of hire and termination,
4. SSA benefit verification letters,
5. bank statements,
6. child support payment stubs,
7. welfare benefit letters and/or printouts, and
8. unemployment monetary benefit notices.

HASB is required to obtain, at minimum, four to six current and consecutive pay stubs for determining annual income from wages. HASB may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Written Third-Party Verification Form

When upfront verification is rejected by HASB or is not available and the family is unable to provide written third-party documents, HASB must request a written third-party verification form.

Oral Third-Party Verification [Notice PIH 2010-19]

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time.

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Imputed Assets

HASB may accept self-certification from a family as verification of assets disposed of for less than fair market value.

E. SELF-CERTIFICATION

When information cannot be verified by a third party or by review of documents, family members may be required to submit self-certifications attesting to the accuracy of the information they have provided to HASB.

The self-certification must be made in a format acceptable to HASB and must be signed by the family member whose information or status is being verified. All self-certifications must be notarized.

PART II: Verifying FAMILY INFORMATION

A. VERIFICATION OF LEGAL IDENTITY

HASB will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers	Certificate of birth
Church issued baptismal certificate.	Adoption papers
Current, valid driver's license or	Custody agreement
Department of Motor Vehicle identification card	Health and Human Services ID
U.S. military discharge (DD 214)	Certified school records
Current U.S. passport	
Current employer identification card	
College or high school identification card	
Medicare/Medicaid identification card	

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

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where HASB has reason to doubt the identity of a person representing him or herself to be a tenant or a member of a tenant family.

B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and Notice PIH 2012-10]

The family must provide documentation of a valid social security number (SSN) for each member of the household, including all minor children, except for individuals who do not contend eligible immigration status. Exemptions also include existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

HASB may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.

HASB will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to HASB.

Social security numbers must be verified only once during continuously assisted occupancy.

C. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members under the age of eighteen.

D. FAMILY RELATIONSHIPS

Applicants and tenants are required to identify the relationship of each household member to the head of household.

Marriage/ Domestic Partnerships

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

In the case of a common law marriage or partnership, the couple must demonstrate that they hold themselves to be married or in a partnership. This specifically is meant to include same sex partnerships.

Separation or Divorce

Certification by the head of household is normally sufficient verification. If HASB has reasonable doubts about a divorce or separation, HASB will require the family to provide documentation of the divorce or separation.

Absence of Adult Member

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

Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required. HASB also specifically recognizes the Delegation of Power by Parent or Guardian pursuant to C.R.S. §15-14-105.

E. VERIFICATION OF STUDENT STATUS

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

- The family claims full-time student status (as defined by the school) for an adult other than the head, spouse, or cohead, or
- The family claims a childcare deduction to enable a family member to further his or her education.

F. DOCUMENTATION OF DISABILITY

HASB must verify the existence of a disability in order to allow certain income disallowances and deductions from income. HASB is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. Under no circumstances will HASB request a resident's medical record(s). If HASB receives a verification document that provides such information, HASB will not place this information in the resident file.

HASB may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- a) Inquiry into an applicant's ability to meet the requirements of tenancy
- b) Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities
- c) Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities
- d) Inquiry about whether an applicant for a dwelling is a current abuser or addict of a controlled substance
- e) Inquiry about whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of receipt of disability benefits from the Social Security Administration (SSA) is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions (i.e., SSI/SSDI).

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability may not be sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.403, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

U.S. Citizens and Nationals

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously assisted occupancy [24 CFR 5.508(g)(5)]

Eligible Immigrants

Documents Required

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

HASB Verification

For family members aged 62 or older who claim to be eligible immigrants, proof of age is required. No further verification of eligible immigration status is required. For family members under the age of 62 who claim to be eligible immigrants, HASB must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

H. VERIFICATION OF PREFERENCE STATUS

HASB must verify any preferences claimed by an applicant that determined his or her placement on the waiting list.

PART III: Verifying Income and Assets

A. EARNED INCOME

Wages

For wages other than tips, the family must provide originals of the most current, consecutive pay stubs for the period covering 4 to 6 weeks prior to the request date.

Tips

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

B. BUSINESS AND SELF EMPLOYMENT INCOME

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

- a) A financial statement for the previous fiscal year. A statement of profit and loss, as well as a business plan, must be submitted and the business owner or self-employed person must certify its accuracy.
- b) All schedules completed for filing federal and local taxes in the preceding year.
- c) HASB may provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year.
- d) At any reexamination HASB may request documents that support submitted financial statements.
- e) If a family member has been self-employed less than three (3) months, HASB will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months.

If the family member has been self-employed for three (3) to twelve (12) months HASB will require the family to provide documentation of income and expenses for this period and use that information to project income.

C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits To verify the SS/SSI benefits of applicants, HASB will request a current SSA benefit verification letter from each family member who receives social security benefits. If a family member is unable to provide the document, HASB will help the applicant request a benefit verification letter from SSA.

D. ALIMONY OR CHILD SUPPORT

The methods HASB will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments. If the family declares that it receives regular payments, verification will be obtained in the following order of priority:

- a) Third-party verification form from the state or local child support enforcement agency
- b) Third-party verification form from the person paying the support

- c) Family's self-certification of amount received
- d) If the family declares that it receives irregular or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:
- e) Completing a child support affidavit.

E. ASSETS AND INCOME FROM ASSETS

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. HASB needs to verify only those certifications that warrant documentation.

F. RETIREMENT ACCOUNTS

HASB will accept written third-party documents supplied by the family as evidence of the status of retirement accounts. The type of original document that will be accepted depends upon the family member's retirement status.

G. INCOME FROM EXCLUDED SOURCES

Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds) [Notice PIH 2013-04].

HASB may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation. However, if there is any doubt that a source of income qualifies for full exclusion, HASB has the option of requiring additional verification.

H. ZERO ANNUAL INCOME STATUS

HASB will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, earned income, etc. are not being received by families claiming to have zero annual income.

PART IV: Verifying Mandatory Deductions

A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

Dependent Deduction

HASB will verify that:

- a) Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse or cohead of the family and is not a foster child

- b) Any person aged 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide and is a person with a disability or a full-time student

Elderly/Disabled Family Deduction

HASB will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

B. MEDICAL EXPENSE DEDUCTION

Amount of Expense

Medical expenses will be verified through:

- a) Written third-party documents provided by the family, such as pharmacy printouts or receipts.
- b) HASB will make a best effort to determine what expenses from the past are likely to continue to occur in the future. HASB will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.
- c) Written third-party verification forms if the family is unable to provide acceptable documentation.
- d) If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months. In addition, HASB must verify that:
 - e) The household is eligible for the deduction.
 - f) The costs to be deducted are qualified medical expenses.
 - g) The expenses are not paid for or reimbursed by any other source.
 - h) Costs incurred in past years are counted only once.

C. DISABILITY ASSISTANCE EXPENSES

Amount of Expense

Attendant Care

Expenses for attendant care will be verified through:

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

Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

HASB must verify that:

- a) The family member for whom the expense is incurred is a person with disabilities.
- b) The expense permits a family member, or members, to work.
- c) The expense is not reimbursed from another source.

D. CHILDCARE EXPENSES

HASB must verify that:

- a) The child is eligible for care (12 or younger).
- b) The costs claimed are not reimbursed.
- c) The costs enable a family member to work, actively seek work, or further their education.
- d) The costs are for an allowable type of childcare.
- e) The costs are reasonable. The most current Department of Human Services Child Care Assistance Program (CCAP) annual schedule will be used as a reference to determine the allowable childcare deductions.

Pursuing an Eligible Activity

HASB must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

Information to be Gathered

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

- Seeking Work
- Furthering Education
- Gainful Employment

Allowable Type of Childcare

The type of care to be provided is determined by the family, but must fall within certain guidelines, and does not include tuition.

HASB will verify that the fees paid to the childcare provider cover only childcare costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

HASB will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit. Reasonableness of Expenses Only reasonable childcare costs can be deducted.

The actual costs the family incurs will be compared with the HASB's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable. The most current Department of Human Services Child Care Assistance Program (CCAP) annual schedule will be used as a reference to determine the allowable childcare deductions. If the family presents a justification for costs that exceed typical costs in the area, the HASB will request additional documentation, as required, to support a determination that the higher cost is appropriate.

XI. Transfer Policy

A. General Transfer Policy - the HASB shall consider changes in dwelling units for existing households when various circumstances arise and warrant a change. Below are the guidelines that shall govern unit transfers:

1. Transfers are made without regard to race, color, sexual orientation, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
2. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.
3. There are no notice requirements for mandatory transfers. All other categories of transfers will be given the appropriate amount of notice, when required local and State laws.
4. Tenants may use the HASB Grievance Procedure for all transfers except those deemed as Administrative Transfers. Refusal of any mandatory transfers for administrative purposes will result in the HASB terminating the lease.
5. Transfers, regardless of the initiator, shall be processed within the households' existing housing program. Transfers among HASB's programs are prohibited such as Public Housing to Project Based Section 8 to Housing Choice Voucher Program or vice versa; without consent from the HASB's CEO or their designee.

Whenever feasible, the HASB shall process transfers within a household's current site before considering a transfer to a different site.

6. In instances where HASB or its non-profit subsidiaries, instrumentalities or affiliates owns or partially owns multiple developments in different programs, HASB may exercise its discretionary authority to allow participant households to transfer between units, developments, and programs under 24 CFR 960.202(a)(2)(v) – "Tenant selection policies." HASB may utilize this discretionary authority in conjunction with its ACOP policies for Administrative Transfers and Emergency Transfers in subsection called "Types and Priorities of Transfers."

Similarly, HASB may apply regulations 49 CFR 24.203(c)(4) regarding relocation notices and urgent need as well as 49 CFR 24.204(b)(3), pertaining to an emergency

requiring immediate evacuation and the availability of comparable replacement dwelling before displacement, under the Uniform Relocation Act.

B. Types and Priorities of Transfers

1. The HASB shall offer the following types of transfers which are also ranked in accordance to priorities:

a. Administrative Transfers are mandatory when HASB determines that unit or building conditions pose an immediate threat to resident life, health or safety or to resolve problems of a life-threatening nature that are not related to building or unit conditions.

1. *Category 1 (Physical Improvements)* are mandatory when the HASB determines that physical improvements are necessary to resolve circumstances deemed as a threat to life, health and/or safety. Transfers will be provided within the site or between sites to: permit repairs related to but limited to: renovations, revitalization, demolition and/or disposition. These transfers will be mandatory and do not require the HASB to issue an advance notice. They will also take priority over new admissions.

2. *Category 2 (Over & Under Housed Dwelling Units)* shall be offered to resolve households who do not comply with HASB's occupancy guidelines. When households are ruled as under or over-housed, they will be transferred preferably to the same site; however, the HASB has the right to offer transfers at other sites within the same program. These transfers are mandatory and do not require the HASB to issue an advance notice. These transfers shall take priorities over new admissions.

3. *Category 3 (Income Tier Transfers)* shall be processed to satisfy requirement for households at tax credit properties whose incomes have declined, and they are no longer able to qualify for the income tier in which they were admitted.

b. Emergency Transfers are deemed by the HASB as situations that addresses immediate life-threatening conditions including domestic violence, dating violence, sexual assault or stalking, in accordance with the HASB VAWA policy, hate crimes, witness protection or other situations that put a household member's life in danger from something other than unit or building condition. These transfers are not mandatory and allow households the right to refuse unit offers provided by the HASB. In the event a household declines the unit a lease termination will not be issued. The Household's refusal of a unit transfer will be perceived by the HASB as the households' right to remain in their current unit. These transfers shall also take priority over new admissions.

c. Resident Initiated Transfers will be processed by the HASB to allow households to voluntarily report changes in their family size that warrant a unit change to comply with HASB's Occupancy guidelines. These requests will automatically convert to an administrative transfer and be processed as a mandatory request. Advanced notice will also not be required. These transfers will take priority over new admissions.

d. Economic Self-Sufficiency Incentive Transfers are offered to households who are interested in relocating to a new or modernized public housing unit, at a different site. These transfers are not

mandatory and shall take priority of new admissions. Interested tenants must also meet all admission requirements to be eligible for the transfer in addition to the following criteria:

1. In good standing with HASB's Lease Agreement no pending evictions nor pending formal administrative reviews.
2. Residency I HASB tenancy for a minimum of at least 3 years.
3. No outstanding debt with the HASB; for the past 2 years.
4. No history of non-compliance nor disturbances that resulted in a lease violation(s) being issued within the past 2 years.
5. Employed or enrolled in an HASB Economic Self-Sufficiency Program.

2. Processing Transfers

- a. A centralized transfer waiting list will be administered by the Property. Managers submit requests for transfer, including necessary documentation, to the Assistant Property Manager.
- b. Transfers will be sorted into their appropriate categories by staff. Admissions will be made in the following order:
 1. Administrative Transfers
 2. Emergency Transfers
 3. Resident Initiative Transfers
 4. Economic Self-Sufficiency Incentive Transfers
- c. Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.
- d. Administrative transfers to correct occupancy standards may be recommended by the Management team at time of re-examination or interim redetermination.

C. Cost of Transfers

1. HASB will pay the cost of administrative transfers if it initiates excluding transfers related to changes in household size (overcrowding and over housing), change in income tier, emergency transfers and economic self-sufficiency incentive.
2. Transfers in connection with modernization or revitalization will include moving expenses including the cost of disconnecting and reconnecting utilities, along with other support deemed necessary by the HASB.

XII. Lease Termination Policies

Public Housing Policy

A. General Policy: Lease Termination

Either HASB or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

B. Resident-initiated Lease Terminations

1. Resident may terminate tenancy by providing 30 days written notice to property manager in accordance with their lease.

C. HASB-initiated Lease Terminations

1. HASB or its manager will terminate the lease only for:

a. Serious or repeat violations of the material terms of the lease such as the following:

1. Failure to make payments due under the lease;
2. Failure to fulfill Tenant/household obligations under the lease.

b. Good cause- good cause includes but is not limited to the following:

1. Criminal activity or alcohol abuse;
2. Discovery after admission or lease renewal of facts that made the tenant ineligible.
 - i. Discovery of materially false statements or fraud by the tenant in connection with an application for assistance or reexamination of eligibility.
 - ii. Failure to comply with the community service requirements.
 - iii. Disturbing the peace.

c. HASB and or designated representative will give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.

2. In accordance with the lease and grievance procedure, HASB will notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure. The notice will inform the household on how to request a Grievance hearing.

3. HASB is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence, sexual assault, or stalking and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 50066) or provide other documentation of their status.

4. If a non-exempt member of a resident household fails to comply with the 8 hour per month Community Service requirement, the entire household may be subject to lease termination. In such cases the resident and the Authority may enter into a contract to make up the delinquent service hours within the 12 months following the period for which hours are delinquent. If, at any time during this period, the individual fails to perform both the current and delinquent hours agreed to, the Authority will terminate tenancy.

5. The community service requirement does not apply to Long Drive or Telephone Road.

D. Notification Requirements

1. The Authority's written Notice of Lease Termination will state the reason for the proposed termination, the section of the lease violated, the date the termination will take place and will offer the resident all the rights and protections provided by the regulation and this policy.

2. The Notice of Termination may run concurrent with any Notice to Vacate, or other notification required by State law.

3. Notices of lease termination may be personally served to a member of the tenant household who is at least 15 years old or may be mailed by certified or first-class mail.

a. When the Authority terminates the lease, written notice will be provided as follows: 14 calendar days prior to termination for failure to pay rent.

b. 3 calendar days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity.

c. At least 30 calendar days prior to termination in all other cases.

E. Eviction Actions

1. HASB may evict a resident from the apartment only by bringing a Court action.

2. If HASB files an eviction action against a resident, the resident will be liable for Court costs, including attorney's fees, unless the resident prevails in the action.

3. HASB is not required to prove that the resident knew or should have known that a household member, household member, visitor, or other person under the resident's control was engaged in the action that violated the lease.

4. In deciding whether to evict for criminal activity, HASB may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by household members and the effect that the eviction would have on household members not involved in the prescribed activity.

5. In appropriate cases, HASB may permit continued occupancy by remaining household members and may impose a condition that the household members who engaged in the prescribed activity will neither reside in nor visit the dwelling unit.

6. HASB may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit as prescribed in Section II.

7. HASB will require that the remaining household members live in strict compliance with the lease and that the household be placed on probation for an appropriate period of time.

F. Recordkeeping Requirements.

1. A written record of every termination and/or eviction will be maintained by HASB in compliance with applicable laws. and will contain the following information:

- a. Name of resident race number and identification of apartment occupied.
- b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently.
- c. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail.
- d. Date and method of notifying resident; and
- e. Summaries of any conferences held with residents including dates, names of conference participants and conclusions.

HASB will report resident owed funds and negative terminations into the HUD EIV system.

G. Grievance Procedure for Tenants:

1. “Grievance” is defined as any dispute a Tenant may have with respect to an HASB action or failure to act in accordance with the individual Tenant’s lease or HASB regulations that adversely affects the individual Tenant’s rights, duties, welfare, or status.

2. HASB has established a **Public Housing Grievance Policy** that includes, but is not limited to, applicability rules, an explanation of the grievance process, identification of applicable timelines, and procedures governing the hearing.

3. The Public Housing Grievance Policy is provided to Tenants at the time the lease is signed and is also available in the property management offices and the Public Housing Administrative Office.

4. Under 24 CFR 966.56 (b)(1), HASB may provide documents, including records and regulations, which are directly relevant to the hearing to the resident via email, or on a secure website or cloud-based server. HASB must ensure that electronic information stored or transmitted is secure per Notice PIH-2015-06, meets the requirements for accessibility for persons with disabilities and persons with Limited English Proficiency, considers technology barriers described, and explains how documents will be presented prior to a remote hearing.

XIII. Utilities

A. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities:

1. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination.
2. When a resident makes an application for utility service in his/her own name, he or she is required to sign a third-party notification agreement so that HASB will be notified if the resident fails to pay the utility bill. Failure to procure utility service in one's own name and/or failure to sign a third-party notification agreement are serious violations of the lease, subjecting the tenant to lease termination.
3. Each resident who pays for some of their own utilities will receive a monthly Utility Allowance based on the utilities that they pay directly to the utility company(ies). The utility allowance reflects a reasonable amount of utilities for the specific size and type of apartment occupied.
4. Residents who pay their utility bills directly to the utility company(ies) and are paying an income-based rent have the amount of rent owed to HASB reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Tenant Rent owed to HASB.
5. When a resident's Total Tenant Payment is less than the utility allowance, HASB will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier.
6. Residents receiving Utility Reimbursements from HASB are responsible for paying the utility company(ies) for any utility charges in excess of those covered by the Utility Allowance.

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check-metered, residents will have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by HASB. Check meters are read by HASB, and each tenant is charged for consumption more than the utility allowance at the rate paid by HASB.
2. In buildings where HASB supplies all utilities, HASB may make excess utility charges for the use of certain resident-supplied appliances. Examples include:
 - a. Second refrigerator.
 - b. Air conditioner.
 - c. Freezer

C. Reasonable Accommodation

1. Residents with disabilities may be entitled to higher-than-normal utility allowances or may not be charged for the use of certain resident-supplied appliances, but only if there is a verified need for special equipment because of the disability.

D. Individual Resident Relief from Excess Utility Consumption

HASB allows residents to request individual relief from surcharges for excess consumption of PHA-purchased utilities and from payment of utility supplier billings in excess of the allowances. Residents may request relief if the family contains members that are susceptible to health risks due to exposure to heat.

XIV. REASONABLE ACCOMMODATIONS

A. POLICY STATEMENT

The Housing Authority of South Bend (“Housing Authority”) is dedicated to ensuring that persons with disabilities are not discriminated against based on disability in connection with the Housing Authority’s programs, services and activities. If a person with a disability requests an accommodation to an existing rule, policy, practice, or service to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in the Housing Authority’s services, the Housing Authority will provide the accommodation.

The Housing Authority is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden. A copy of the Housing Authority’s Reasonable Accommodation Policy (“Policy”) shall be available at each public housing development and at the Housing Authority’s Main Administrative Office at 501 Alonzo Watson Drive, South Bend, Indiana 46601, and online at www.sbhaonline.com

B. LEGAL AUTHORITY This Policy is in compliance with the statutory authority listed below:

1. Section 504 of the Rehabilitation Act of 1973 (Section504);
2. Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
3. The Fair Housing Act of 1968, as amended (Fair Housing Act);
4. The Architectural Barriers Act of 1968; and
5. 24 C.F. R. Part 8 etc.

XV: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

A. FAMILY AND HOUSEHOLD [24 CFR 5.403 and FR Notice 02/03/12]

The terms family and household have different meanings in the public housing program.

Family

To be eligible for admission, an applicant must qualify as a family.

Family includes, regardless of actual or perceived sexual orientation, gender identity, or marital status, but is not limited to the following: a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or a group of persons residing together.

Such group includes, but is not limited to,

- (a) a family with or without children (a child who is temporarily away, 180 days or less, from the home because of placement in foster care is considered a member of the family in determining family composition and family size; furthermore, proof of guardianship must be provided),
- (b) An elderly family;
- (c) A near elderly family;
- (d) A disabled family;
- (e) A displaced family;
- (f) The remaining member of a resident family who meets all other eligibility criteria;
- (g) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family; or
- (h) Two or more individuals regardless of gender, or sexual orientation sharing residency, who are over eighteen (18) years of age and whose income and resources are available to meet the family's needs and who are either related by blood, marriage, operation of law, or who evidenced a stable family relationship over a period of six (6) months.

Prior to admission HASB may require proof of a stable family relationship for a six-month period prior to the date of the submitted application for housing.

Evidence of "stable family relationship" may include any of the following: birth certificates of the children, joint tax return, prior lease (held jointly), joint bank accounts, insurance policies, prior joint credit history, or equivalent documentation as determined by HASB.

HASB has the discretion to determine if any other group of persons qualifies as a family.

Household

Household is a broader term that includes additional people who, with HASB's permission, live in a public housing unit, such as Live-in Aides, foster children, and foster adults.

All Household members are listed on the lease.

B. FAMILY BREAKUP AND REMAINING MEMBER OF RESIDENT FAMILY

Family Breakup

If a family breaks up into two otherwise eligible families while on the wait list or living in public housing, only one of the new families will retain the original application date or occupancy of the unit.

Note: HASB does not make “split family” transfers.

Other former family members may submit a new application with a new application date if the waiting list is open. If a court determines the disposition of property between members of an applicant or resident family as part of a divorce or separation decree, HASB will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, HASB will determine which family will retain their placement on the waiting list or continue in occupancy. HASB strongly encourages family members to determine who will retain the waiting list application or continue in occupancy.

In making its determination, HASB will take into consideration the following factors:

- (1) interest of any minor children, including custody arrangements;
- (2) the interest of any ill, elderly, or disabled family members;
- (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, or stalking;
- (4) any possible risks to family members as a result of criminal activity,
- (5) the recommendations of social service professionals; and
- (6) for applicants, the original Head of Household on the application.

Remaining Member of a Resident Family [24 CFR 5.403] [PH Occ GB, p. 26]

The HUD definition of family includes the remaining member of a resident family, which is an approved member of a resident family who remains in the unit when other members of the family have left the unit.

Household members such as Live-in Aides, foster children, and foster adults do not qualify as remaining members of a family.

To qualify as a remaining family member an individual must be eighteen (18) years of age or older, meet all other eligibility criteria including a criminal background check, and be a member of a HASB resident family, but not a signatory to the lease and who continues to live in the unit after all other family members have left. If, for any reason, the signator(s) of the lease cease(s) to be a member of the resident family, the lease shall be rendered null and void.

HASB will review the Remaining Family Member's eligibility for tenancy and has the right to refuse to enter into a lease with the Remaining Family Member who does not meet the applicable eligibility criteria.

Remaining Family Members may be required to move to a smaller unit if their current unit is too big once the other family members have vacated.

C. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent.

The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse. The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law.

D. SPOUSE, COHEAD, AND OTHER ADULT

A family may have a spouse or cohead, but not both.

Spouse means the domestic partner of the head of household. The term “spouse” does not apply to friends, roommates, or significant others who are not domestic partners. Domestic partner includes the partner in a “common law” marriage as defined in state law and is specifically meant to include same sex partnerships.

Co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead. Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and Live-in Aides are not considered other adults.

E. DEPENDENT [24 CFR 5.603]

A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults, Live-in Aides and the family of Live-in Aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income.

Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or resident family 51 percent or more of the time. When more than one applicant or assisted family (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, HASB will make the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, TANF or Kinship Care verification, school records, or other credible documentation.

F. FULL-TIME STUDENT [24 CFR 5.603]

A full-time student is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to determine if attendance is full-time is defined by the educational institution. To be considered a full-time student the student must not have established permanent residency outside of the home. Identifying each full-time student is important because:

- (1) each family member that is a full-time student, other than the head, spouse, or cohead, qualifies the family for a dependent deduction and
- (2) the income of such a full-time student is treated differently from the income of other family members. For families applying to or housed in a Mixed Finance community, there may be restrictions regarding full-time students.

G. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100, 5.403, 945.105, and FR Notice 02/03/12]

An elderly person is a person who is at least 62 years of age.

A near-elderly person is a person who is 55-61 years of age.

An elderly family is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because these families qualify for the elderly family allowance and the medical allowance and may qualify for a particular type of development.

H DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12]

Disabled Family A disabled family is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for the disabled family allowance and the medical allowance and may qualify for a particular type of development.

I. GUESTS [24 CFR 5.100] [24 CFR 966.4(d)] [24 CFR 966.4(f)]

A guest is defined as a person in the resident's home ("the Premises"), or on HASB property with the consent of the resident or a household member. The resident has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease.

The head of household is responsible for the conduct of visitors and guests, inside the Premises as well as anywhere on or near HASB property. A resident must notify HASB when overnight guests will be staying in the unit for more than 2 nights. A resident may not have guests longer than a total of 30 cumulative calendar days during any 12-month period. A family may request an exception to this policy for valid reasons as determined by HASB.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, which are not included as a family member because they live outside of the public housing unit more than 51 percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been evicted are not permitted as overnight guests without prior written approval from HASB. Barred persons and registered sex offenders will not be permitted as guests. Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be unauthorized occupants, and their presence constitutes violation of the lease.

J. FOSTER CHILDREN AND FOSTER ADULTS [24 CFR 5.609(c)(2)] [24 CFR 5.603]

Foster adults are usually persons with disabilities, unrelated to the resident family, who are unable to live alone. A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency. Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction.

K. ABSENT FAMILY MEMBERS

Individuals may be temporarily or permanently absent from the unit for a variety of reasons including educational activities, placement in foster care, employment, and illness. Definitions of Temporarily and Permanently Absent.

Generally, an individual who is or is expected to be absent from the public housing unit for 30 consecutive days or less is considered temporarily absent and continues to be considered a family member.

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

Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to HASB indicating that the student has established a separate household, or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent (30 days or less) from the home as a result of placement in foster care are considered members of the family.

The family must report to HASB within 10 days the placement of a child in foster care. If a child has been placed in foster care, the resident must provide verification from the appropriate agency

whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

The resident has an obligation to provide this verification of temporary or permanent placement no later than 180 consecutive days after the child(ren) has/have been removed or the resident's next annual recertification whichever occurs later. Failure to provide such verification may result in HASB determining the child(ren) has/have been permanently removed.

Absent Head, Spouse, or Cohead

An employed head, spouse, or cohead absent from the unit due to employment will continue to be considered a family member. Individuals Confined for Medical Reasons An individual confined to a nursing home, hospital, or other care facility on a permanent basis is not considered a family member. If there is a question about the status of an absent family member, HASB will request that the resident provide verification from a responsible medical professional regarding the absent family member's status and will use this verification in making a determination regarding that status.

L. LIVE-IN AIDE

Live-in Aide means a person whose sole residence is with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- (1) is determined to be essential to the care and well-being of the person(s),
- (2) is not obligated for the support of the person(s), and
- (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

A Live-in Aide must meet all three (3) criteria at all times to qualify as a Live-in Aide, even if he/she is a relative. In order to meet the criteria for a Live-in Aide for whom a separate bedroom is allocated the Live-in Aide must not maintain a separate residence.

HASB must approve a Live-in Aide if needed as a reasonable accommodation for a person with disabilities in accordance with 24 CFR 8.

A Live-in Aide is considered a household member but not a family member.

The income of the Live-in Aide is not counted in determining the annual income of the family [24 CFR 5.609(c)(5)]. Relatives may be approved as a Live-in Aide if they meet all three (3) criteria. However, a relative who serves as a Live-in Aide is not considered a family member and would not be considered a remaining member of a resident family.

HASB has the discretion not to approve a particular person as a Live-in Aide, and may withdraw such approval, if:

- (1) the person designated as a Live-in Aide no longer meets all of the three (3) criteria listed above;

- (2) the person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- (3) the person has a history of drug-related criminal activity or violent criminal activity;
- (4) the person currently owes rent or other amounts to HASB or any other PHA or owner in connection with any assisted housing program;
- (5) the person requesting to be a Live-in Aide fails to meet all of HASB's eligibility requirements other than income limitations or age restrictions;
- (6) the family does not maintain separate finances from the Live-in Aide;
- (7) the family and the Live-in Aide cannot adequately demonstrate that the provision of care is at an "arm's length transaction";
- (8) it is determined that the person is an occasional, intermittent, or rotating care giver not actually residing in the residence; or
- (9) The Live-in Aide is violating the lease in any manner.

Once the Live-in Aide has been approved, if HASB has reason to believe that circumstances have changed HASB may require the family to submit a new written request or provide additional information subject to HASB verification.

XVI. HASB's Adoption of HUD's Across-the-Board Waivers Due to COVID-19

On July 28, 2020, HASB's Board of Commissioners passed Resolution No. 4326.

The resolution states, "That the Housing Authority of South Bend Board of Commissioners authorizes the Interim Executive Director to negotiate, execute and make necessary changes and corrections to fully implement HUD waivers in accordance with HUD's PIH notice 2020-13.

HASB's adoption of HUD's across-the-board waivers (described below) expire on 12/31/2020. If at any time HUD extends the expiration date of these waivers, HASB proposes maintaining the authority to use these waivers through any future expiration date established by HUD in future notice(s), if applicable

BACKGROUND: With the outbreak of the novel coronavirus (COVID 19) in the United States and countries worldwide, the President declared the COVID-19 pandemic a national emergency. The COVID-19 pandemic presents significant challenges for HUD and PHA, Tribal, and TDHE partners to continue to conduct HUD's fundamental mission to provide decent, safe, and sanitary affordable housing for low-income families. Program operations have been severely impacted as PHAs, tribes, and TDHEs comply with critically important advisories and directives from public health professionals, including social distancing and other preventive practices that will slow the spread of COVID-19 and reduce the risk of exposure.

On March 27, 2020, the President signed the CARES Act into law, which authorizes over \$2 trillion in emergency assistance and health care response for individuals, families and businesses affected by the COVID19 pandemic, and emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

The CARES Act further provides HUD with broad authority, in the context of the COVID-19 pandemic, to waive statutes and regulations (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment) for the Public Housing and HCV programs, IHBG program, and ICDBG program.

Through issuance of this Notice, HUD is exercising this authority to provide PHAs, Indian tribes, and TDHEs with flexibility to adjust program practices where necessary to prioritize mission critical functions when normal operations are restricted and severely constrained, further prevent the spread of COVID-19, and mitigate the health risks posed by COVID-19 to PHA, Tribal, and TDHE staff, families, landlords, and their communities at large.

COVID-19 has impacted day to day operations at HASB. While most of the staff is currently working remotely, a total of 7 employees have been diagnosed with COVID and all of the employees have had to be placed under self-quarantine due to possible COVID exposure.

According to the HUD notice PIH 2020-13, PHAs may adopt the use of any of these waivers at any time during the period of availability. (<https://www.hud.gov/sites/dfiles/PIH/documents/ATT-SECOND-WAIVERNOTICE.pdf> and

ATTACHMENT A

GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

I. Purpose and Right to a Hearing

The purpose of this document is to set forth the requirements, standards and procedures for handling and review of Tenant Grievances presented to the Housing Authority of South Bend (“HASB”), to assure the HASB Tenant a reasonable review and, if requested, a hearing on Tenant complaints regarding HASB’s action or failure to act in such a way that affects that Tenant’s rights under the lease with HASB or HASB application of its regulations or policies which the Tenant believes to adversely affect the individual Tenant’s rights, duties, welfare or status. The Grievance Procedure set forth herein has been adopted by the Board of Commissioners of HASB and is incorporated by reference in all dwelling leases between HASB and its Tenants.

Grievances or appeals concerning the obligations of the tenant or HASB under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of HASB which is in effect at the time such grievance or appeal arises.

Copies of the Grievance Procedure shall be furnished to each Tenant and to all resident organizations. HASB shall provide at least thirty (30) days’ notice to Tenants and Resident

Organizations setting forth any changes to the HASB Grievance Procedure and providing opportunity to submit written comments. Comments submitted shall be considered by HASB before adoption of any Grievance Procedure Changes.

II. Definitions Applicable to the Grievance Procedure: (§ 966.53)

For the purpose of handling and reviewing all individual Tenant complaints, the following definitions are applicable:

A. Grievance: Any dispute a Tenant may have with respect to HASB action or failure to act in accordance with the individual Tenant's lease or HASB regulations that adversely affects the individual Tenant's rights, duties, welfare or status.

B. Complainant: Any Tenant (as defined below) presenting a written complaint or dispute to HASB (at the central office or the development office) in accordance with the requirements presented in this procedure.

C. Elements of due process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

- (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
- (2) Right of the Tenant to be represented by counsel;
- (3) Opportunity for the Tenant to refute the evidence presented by HASB, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
- (4) A decision on the merits of the case.

D. Hearing Officer: A person selected in accordance with 24 CFR § 966.550 and this procedure to hear grievances and render a decision with respect thereto.

E. Tenant: The adult person (or persons other than a Live-in aide):

- (1) Who resides in the unit, and who executed the lease with HASB as lessee of the dwelling unit, or, if no such person now resides in the unit,
- (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

F. Resident Organization: An organization of residents, which also may include a resident management corporation and/or a resident council.

III. Applicability of this Grievance Procedure (966.51)

In accordance with the applicable Federal regulations (24 CFR § 966.50) this Grievance Procedure shall be applicable to all individual grievances (as defined in Section I above) between Tenant and HASB with the following two exceptions:

A. Because HUD has issued a due process determination that the unlawful detainer law provides the basic elements of due process before an eviction from the dwelling unit can occur; the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HASB,
2. Any violent or drug-related criminal activity on or off HASB property; or
3. Any criminal activity that resulted in felony conviction of a household member. [966.51 (2)(i) (A) (B) and (C)]

B. HASB Grievance Procedure shall not be applicable to disputes between Tenants not involving HASB or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the HASB's Board of Commissioners. [966.51 (b)]

This Grievance Procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations upon request. [966.52 (b) and (d)]

Any changes proposed in this Grievance Procedure must provide for at least 30 days' notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by HASB before any revisions are made to the Grievance Procedure. [966.52 (c)]

IV. Informal Settlement of a Grievance [966.54]

Any Grievance shall first be presented, either orally or in writing, to the HASB Central Office or to any Site Office within ten (10) business days of the date of the receipt of the notice of the Housing Authority's proposed adverse action (or of the date of the Housing Authority's alleged failure to act), except in the case of a 14-day notice for termination of a tenancy for nonpayment of rent or a 3-day notice for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority, or a 3 day notice for any drug-related criminal activity in which event the Grievance must be presented within three (3) business days of the receipt of the notice to forestall service of a Summons and Complaint.

Failure to request the informal review with the Manager within the above time limits will result in the Complainant forfeiting any further rights to have their grievance heard within the Housing Authority's internal grievance procedure; provided, however, that if the Complainant establishes to the satisfaction of the Hearing Officer that the failure to comply with this requirement was for good cause the Hearing Officer may elect to proceed with a formal grievance hearing.

Grievances related to complaints about operational matters that are received by the HASB's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Executive Director.

As soon as the grievance is received, it will be reviewed by the management office of the development or to be certain that neither of the exclusions in paragraphs III. A or B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to HASB's grievance procedure, with the reason.

If neither of the exclusions cited above apply, a meeting will be scheduled at the earliest time possible time for the complainant and HASB so the grievance may be discussed informally and settled without a hearing.

The Complainant and the Manager shall attempt to resolve the complaint or dispute at this informal discussion. The Complainant and the Manager may each have a maximum of three (3) other persons in attendance at the informal discussion. After the meeting, the Manager shall write a summarized account of the meeting, shall send the original account to the Tenant with a copy to the Tenant's representative, if requested, and place a copy in the Tenant's file stating:

1. the date of the meeting;
2. the pertinent facts discussed;
3. the names of the participants;
4. the proposed disposition of the complaint; and
5. the procedures by which a hearing may be obtained, including the date by which a written request for a hearing must be received, if the Complainant is not satisfied with the Housing Authority proposed disposition.

This account of the proceedings, along with a copy of the Grievance Procedure shall be sent to the Complainant within ten (10) business days after the meeting. The procedures for obtaining the formal grievance hearing are set forth in Section V below.

V. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the Informal Hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides no later than five working days after the summary of the informal hearing is received.

The written request must specify:

1. The reasons for the grievance,
2. The action of relief sought from HASB.

If the complainant requests a hearing in a timely manner, HASB shall schedule a hearing on the grievance at the earliest time possible for the complainant, HASB and the Hearing Officer.

If the complainant fails to request a hearing within five working days after receiving the summary of the Informal Hearing, HASB's decision rendered at the informal hearing becomes final and HASB is not obligated to offer the complainant a formal hearing unless the complainant

can show good cause why he failed to proceed in accordance with this procedure. [966.55 (c) and (d)]

Failure to request a grievance hearing does not affect the complainant's right to contest HASB's decision in a court hearing. [966-54 (c)]

VI. Selecting the Hearing Officer [966.55 (b)(2)(ii)]

A Grievance Hearing shall be conducted by an impartial person appointed by HACC after consultation with resident organizations, as described below:

A. For grievances involving a charge under \$500, the Hearing Officer will be an impartial employee of HASB who was not involved in the original decision.

B. For all other grievances, The Hearing Officer shall be an impartial person, who shall not be an employee or tenant of HASB.

VII. Escrow Deposit Required for a Hearing Involving Rent [966.55 (e)]

Before a hearing is scheduled in any grievance involving the amount of rent which the HASB claims is due under this lease, the complainant shall pay to HASB an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. This requirement will not be waived by the HASB unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption or the tenant's welfare benefits have been reduced for welfare fraud or failure to comply with economic self-sufficiency requirements. In these cases, only rent need not be escrowed.

If a grievance does not involve rent, payment of the rent must be made in the normal manner without regard to the pending Grievance Hearing. In all cases, the undisputed portion of the rent must remain current until the decision of the Hearing Officer is announced, and the Tenant shall be obligated to continue paying rent until the rented premises are vacated as set forth in the Tenant's lease with HASB.

VIII. Scheduling Hearings [966.55 (f)]

When Tenant has satisfied the requirements of Sections V and VII and submits a timely request for a Grievance Hearing, HASB will immediately contact a member of the Hearing Committee to schedule the hearing at the earliest time possible time.

The complainant will be notified of a date and time for the hearing. Once the Hearing Officer has agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and Hearing Officer shall be notified in writing.

Notice to the complainant shall be in writing, either personally delivered to complainant or sent by first class. The written notice will specify the time, place and procedures governing the hearing.

IX. Procedures Governing the Hearing [966.56]

A. The Grievance Hearing shall be held before a Hearing Officer as described above in Section VI. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

1. The opportunity to examine before the hearing any HASB documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document, at the Tenant's expense. If HASB does not make the document available for examination upon request by the complainant, then HASB may not rely on such document at the Grievance Hearing.

2. The right to appear at the Grievance Hearing and to be represented by counsel, or other person chosen as the Complainant's representative, and to have such a person make statements on the Complainant's behalf. The counsel or other person chosen by the Complainant to be the Complainant's representative will only be permitted to appear on behalf of the Complainant if the Complainant is physically present at the Grievance Hearing.

3. The right to a private hearing unless the complainant requests a public hearing.

4. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by HASB, and to confront and cross examine all witnesses upon whose testimony or information HASB relies; and

5. A written decision based solely and exclusively upon the facts presented at the hearing. [966.56 (b)]

B. The Hearing Officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56 (c)]

C. If either the Complainant or HASB fails to appear at a scheduled hearing, the Hearing Officer may continue the hearing for a period not to exceed five (5) business days for documented good cause or may determine that the non-appearing party has waived the right to a hearing. Both the Complainant and HASB shall be notified of the decision of the Hearing Officer; provided, however, that a determination that the Complainant has waived the right to a hearing shall not constitute a waiver of any right the Complainant may have to contest HASB's disposition of the Grievance in an appropriate judicial proceeding. [966.56 (d)]

D. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, HASB must sustain the burden of justifying the action or failure to act against which the complaint is directed. [966.56 (e)]

E. The hearing shall be conducted informally by the Hearing Officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. Irrelevant and unduly repetitive evidence shall be excluded. Challenges to the admissibility of evidence shall be determined solely by the Hearing Officer in its reasonable discretion. [966.56 (f)]

F. The Hearing Officer shall require HASB, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56 (f)]

G. The complainant or HASB may arrange in advance, at expense of the party making the arrangement, for a transcript of the hearing. If proceedings at a hearing are reported or recorded, the record so made shall be made reasonably available to either party with the expense of reviewing or copying the record of a hearing to be paid by the party requesting the review or copy. [966.56 (g)]

X. Decision of the Hearing Officer [966.57]

A. The Hearing Officer shall prepare a written decision, together with the reasons for the decision, within ten working days after the hearing. A copy of the decision shall be sent to the complainant and HASB.

HASB shall retain a copy of the decision in the Tenant's file. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by HASB and made available for inspection by a prospective complainant, his representative, or the Hearing Officer.

B. The decision of the Hearing Officer shall be binding on HASB which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the HASB's Board of Commissioners determines within a reasonable time, not to exceed thirty (30) days, and promptly notifies the Complainant in writing of its determination, that;

1. The Grievance does not concern HASB's action or failure to act in accordance with or involving the Complainant's lease or HASB regulations, in a way which adversely affected the Complainant's rights, duties, welfare or status.

2. The decision of the Hearing Officer is contrary to Federal, state, or local laws, to the United States Housing Act of 1937, as amended, to Department of Housing and Urban Development regulation and requirements, to HASB's regulations and policies, or to the Annual Contributions Contract in effect on the date of the hearing.

C. A decision by a Hearing Officer in favor of HASB, or which denies the relief requested by the Complainant in whole or in part, or a determination by the Housing Authority Board of Commissioners under Subsection X.B., paragraphs 1 and 2 shall not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XI. Reasonable Accommodation in the Grievance Procedure

HASB will provide reasonable accommodation for a person with disabilities throughout the grievance process. This includes, but is not limited to, accommodating residents with disabilities by accepting grievances by mail or having HASB staff reduce an oral request to writing,

providing accommodations in the hearing by providing qualified sign language interpreters, readers, and/or accessible locations. [966.56 (d)]

XII. Review Request from Applicants For Housing

Applicants who are determined ineligible, who do not meet HASB's admission standards, or where HASB does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review.

Applicants must submit their request for an informal review to HASB within 10 working days from the date of the notification of their ineligibility.

If the applicant requests an informal review, HASB will schedule a meeting at the earliest time possible for the applicant and HASB. HASB will notify the applicant of the place, date, and time.

An impartial manager will conduct the informal meeting. The manager who conducts the meeting cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the meeting any documentation or evidence s/he wishes and the evidence along with the data compiled by HASB will be considered by the manager.

The manager will make a determination based upon the merits of the evidence presented by both sides. Within 10 working days of the date of the review, the manager will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The Grievance Procedures for Public Housing tenants do not apply to HASB determinations that affect applicants.

XIII. Hearing and Appeal Provisions for “Restrictions on Assistance to Noncitizen’s”

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HASB hearing process is pending, but assistance to an applicant may be delayed pending the outcome of the hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, HASB notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with HASB either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give HASB a copy of the appeal and proof of mailing or HASB may proceed to deny or terminate. The time to request an appeal may be extended by HASB for good cause.

The request for a HASB hearing must be made within ten days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within ten days of receipt of that notice.

After receipt of a request for an Informal Hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible family members, the HASB will:

1. Deny the applicant family
2. Defer termination if the family is a participant and qualifies for deferral
3. Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, HACC will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

1. If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
2. Participants whose termination is conducted after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
3. Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.
4. Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

XIV. PROPOSED ADVERSE ACTIONS/EVICTION ACTIONS.

A. In the case of proposed adverse actions other than a proposed lease termination, HACC shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

B. If the Grievance involves a HASB notice of termination of tenancy (including any concurrently served notice to vacate required under state or local law), the tenancy shall not terminate until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

C. After completion of the grievance procedure, an unlawful detainer action will commence if the Tenant does not voluntarily vacate in accordance with the decision of the Hearing Officer.

XV. Expedited Hearing Process for Criminal Activities Not Involving Violence, Drugs, or Risk to Health or Safety

These modified and expedited procedures apply when HASB has served a notice to terminate tenancy or otherwise initiate eviction proceedings, which is based on criminal activity which is not activity which threatens the health safety or right to peaceful enjoyment of the premises of other Tenants or employees of HASB; any violent or drug related criminal activity on or off of HASB property; or any criminal activity that resulted in felony conviction of a household member,

Informal Hearing: The request for an Informal Hearing must be made in writing within three (3) business days of the date of service of HASB's termination notice. The hearing should be held at the earliest opportunity by HASB. A summary of the meeting shall be prepared within a reasonable time and one copy given to the resident and one copy retained in the resident's file.

ATTACHMENT B

Pet Policy Changes for Public Housing

PETS IN PUBLIC HOUSING

The Housing Authority of South Bend does not allow for pet ownership on SBHA properties or campuses except for assistance animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

SBHA does not allow babysitting of animals on SBHA properties or campuses.

The policy no longer allowing pets in the public housing properties or campuses is a policy change that went into effect in July 2021 and are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to the financial interest of the PHA. This policy pertains to both elderly and family residents.

This revised policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

ATTACHMENT C

VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, and stalking who are applying for or receiving assistance under the public housing program.

HOUSING AUTHORITY of SOUTH BEND VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability

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.

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

This Policy shall be applicable to the administration by HASB of all its federally subsidized public housing and Section 8 rental assistance programs under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.).

II. Goals and Objectives

This Policy has the following principal goals and objectives: A. Maintaining compliance, including training of appropriate staff managing HASB properties, with all applicable legal requirements imposed by VAWA.

B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by HASB.

C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;

D. Cooperating, with others, in formation and maintenance of collaborative arrangements between HASB, law enforcement authorities, victim service providers, and others to promote the safety and wellbeing of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by HASB; and

E. Responding in accordance with HASB policies and procedures to incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by HASB.

III. Other HASB Policies and Procedures

This Policy shall be referenced in and attached to HASB's Five-Year Public Housing Agency Plan and, where appropriate, provisions consistent with this Policy shall be incorporated in and made a part of HASB's Admissions and Continued Occupancy Policy (ACOP), HASB's Section 8 Administrative Plan (Admin Plan), and other HASB policies. HASB's annual public housing agency plan shall also contain information concerning HASB's activities, services or programs relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall contradict any previously adopted policy or procedure of HASB, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

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

B. Dating Violence – means violence committed by a person— (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship. (ii) The type of relationship. (iii) The frequency of interaction between the persons involved in the relationship.

C. Stalking – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to – (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person;

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

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or (B) any other person living in the household of that person and related to that person by blood or marriage.

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

V. Admissions and Screening

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

B. Admissions Preference. Applicants for Public Housing and Section 8 housing assistance from HASB will receive priority in admission by virtue of their status as victims of domestic violence. This priority is described for Public Housing in the HASB's ACOP and for Section 8 in its Admin Plan.

C. Mitigation of Disqualifying Information. When requested by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, dating violence and/or stalking, HASB, may take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, HASB shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence, dating violence and/or stalking and its probable relevance to the potentially disqualifying information. HASB may disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence, dating violence and/or stalking.

VI. Termination of Tenancy or Assistance

A. VAWA Protections.

Under VAWA, public housing residents, and persons assisted under the Section 8 rental assistance program, have the following specific protections, which will be observed by HASB in administration of its programs:

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

2. In addition to the foregoing, tenancy or assistance will not be terminated by HASB 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 a member of the household is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

(a) Nothing contained in this paragraph shall limit any otherwise available authority of HASB 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 HASB nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence or stalking than that applied to other tenants.

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

B. Removal of Perpetrator.

Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, HASB 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 affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HASB. Leases used for all public housing operated by HASB and leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by HASB, shall contain provisions setting forth the substance of this paragraph or as required by the U.S. Department of Housing & Urban Development.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification.

For those seeking protection under this Policy, the law allows, but does not require, HASB or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the

requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., HASB shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HASB. If there is reason to believe that verification is incomplete or inaccurate, the HASB may require additional documentation of the incident(s). Such documentation requirement shall not place the victim in danger.

As necessary, the HASB shall collaborate with the victim to identify appropriate sources of documentation. Section 8 owners or managers receiving rental assistance administered by HASB 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 can be accomplished in one of the following three ways:

1. HUD-approved form - by providing to HASB or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD) and available from HASB, 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. If there is reason to believe that the certification is incomplete or inaccurate, the HASB may require additional documentation of the incident(s). Such documentation requirement shall not place the victim in danger. As necessary, the HASB shall collaborate with the victim to identify appropriate sources of documentation.

2. Other documentation - by providing to HASB 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. A form is available from HASB.

The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. Police or court record – by providing to HASB or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. Time allowed to provide verification/ failure to provide.

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by HASB, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. Failure to provide verification,

in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. Time for response will be extended upon a showing of good cause.

C. Waiver of verification requirement.

The Administrator of the HASB or her Designee, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the Administrator/Designee, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to HASB or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall not be entered in any shared database nor provided to any related entity, except where disclosure is:

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

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

IX. Transfer to New Residence

A. Application for transfer. The opportunity to transfer in Public Housing due to incidents of domestic violence, dating violence and/or stalking is described in the HASB's Admissions and Continued Occupancy Policy (ACOP). The opportunity to relocate in the Section 8 rental assistance program due to incidents of domestic violence, dating violence and/or stalking is described in the HASB Administrative Plan. Except with respect to portability of Section 8 assistance, as provided in section B below, the decision to approve or disapprove a transfer shall be made in accordance with the ACOP or Administrative Plan, as applicable.

This policy does not create any additional right on the part of any public housing tenant or Section 8-assisted tenant to be granted a transfer.

B. Portability. Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit in another location (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 the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

A. Court orders. It is HASB's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HASB and their property. 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.

B. Family break-up. Other HASB policies regarding family break-up are contained in HASB's ACOP and its Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of HASB to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence, dating violence and/or stalking. If HASB staff become aware that an individual assisted by HASB is a victim of domestic violence, dating violence or stalking, HASB will provide the victim with written materials about such providers of shelter or services.

However, and notwithstanding the foregoing, this Policy does not create any legal obligation requiring HASB either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence, dating violence and/or stalking or to make a referral in any particular case. HASB's annual public housing agency plan shall describe those providers of shelter or services to victims of domestic violence, dating violence and/or stalking known to HASB.

XII. Notification

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

XIII. 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.

XIV. Amendment

This policy may be amended from time to time by HASB as approved by its Administrator following an opportunity for notice and comment by interested parties.

ATTACHMENT D

REPAYMENT POLICY

Family Debts to HASB

Any amount owed to HASB by a public housing family must be repaid.

If the family is unable to repay the debt within 30 days, HASB may offer to enter into a repayment agreement in accordance with the policies below. The determination of entering into a repayment agreement is at the discretion of the HASB and determined on a case-by-case basis depending on the circumstances involved. HASB reserves this right to refuse a repayment agreement for any program participant/tenant not in good standing other than amount owed.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, HASB may terminate the family's tenancy.

HASB will also pursue other modes of collection.

General Repayment Agreement Guidelines [24 CFR 982.552(c)(1)(vii)].

Payment Thresholds

For unreported income and maintenance charges which result in amounts owed to HASB less than \$2,500, HASB will require a down payment of 50% of the amount owed and the balance distributed into 6 equal monthly payments.

For unreported income and maintenance charges which result in amounts owed to HASB in excess of \$2,500 and less than \$5,000, HASB will require 50% of the balance down payments and the balance distributed into 9 equal monthly payments.

For unreported income which results in amounts owed to HASB in excess of \$10,000 HASB7493 may report the unreported income to HUD's Office of Inspector General ("OIG") and will not consider a repayment agreement as reasonable repayment terms would not be possible.

If a family can provide evidence satisfactory to HASB that the monthly payment amount required would impose an undue hardship, HASB may, in its sole discretion, require a lower monthly payment amount.

If the family's income increases or decreases during the term of a repayment agreement, either HASB or the family may request that the monthly payment amount be adjusted accordingly.

Unreported Income:

HASB will only enter into one repayment agreement with the family over the term of tenancy for unreported income. HASB may elect not to enter a repayment agreement if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

Maintenance Charges:

HASB will enter into a repayment agreement with the family over the term of tenancy for maintenance. HASB may, in its sole discretion, offer the family more than one repayment agreement related to maintenance. In these circumstances the family may not have multiple active repayment agreements.

Utilities and Late Charges:

HASB will not enter into repayment agreement related to these charges.

Lump Sum Payments:

Lump Sum Payments (unemployment, worker's compensation, child support, TANF, etc.) must be reported to HASB in a timely manner and will be considered income regarding the 30 percent calculation. Lump sum VA and SSI payments are specifically excluded. If reported timely these lump sum payments will not be considered unreported income and the family will be eligible for a repayment agreement. There is no limit on repayment agreements for these types of payments.

Execution of the Agreement

Any repayment agreement between HASB and a family must be signed and dated by HASB and by the head of household and spouse/cohead (if applicable).