

*Striving to Provide Quality Housing Choices  
and  
Affordable Communities*



***ADMISSIONS & CONTINUED  
OCCUPANCY POLICY  
7/1/2022***

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## INTRODUCTION

The Housing Commission of Anne Arundel County (HCAAC) serves as the Public Housing Agency (PHA) for all of Anne Arundel County with the exclusion of the City of Annapolis; which administers a separate Public Housing and Housing Choice Voucher Program for that area. HCAAC currently owns and manages 472 units for low income families.

The purpose of the Admissions and Occupancy Policy is to establish the fundamental criteria and procedures for admission to, and the continued occupancy of, the Commission's conventionally owned public housing units assisted by the Department of Housing and Urban Development (HUD).

The policy is designed to achieve the Commission's statutory objective of developing and operating socially and financially sound low-income housing developments that provide decent homes and suitable living environments and foster economic and social diversity in the tenant body as a whole.

The Public Housing program is designed to achieve the following major goals:

1. To avoid concentrations of the most economically and socially deprived families in any one or more developments.
2. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on other tenants or the development;
3. To maintain a tenant body in each development composed of families with a broad range of incomes of low-income families in the Commission's area of operation.
4. To protect the financial stability of the Commission's developments and programs.
5. To assure the impartial, responsible and predictable administration of the Commission's programs.
6. To protect the privacy of applicants and tenants.
7. To provide for efficient and orderly administrative processing and procedures.
8. To provide housing opportunities to eligible local residents consistent with the purposes and requirements of applicable state and federal laws.

Although the policy clearly states objective standards and systematic procedures to be followed in the admissions and continued occupancy of public housing residents, implementation may require individualized interpretation and judgment periodically. In the exercise of that judgment, the Commission shall to the greatest extent feasible, strive for fairness, reasonableness, impartiality, consistency and conformity to the written principles and objectives.

## **SECTION I - GENERAL REQUIREMENTS**

### **A. APPLICABILITY**

**This policy shall apply to applications for and to the continued occupancy of all units of housing owned by the Commission and assisted by HUD under its conventional housing program.**

### **B. FAIR HOUSING POLICY**

**It is the policy of HCAAC to comply fully with all Federal, State and local non-discrimination laws and to operate in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.**

**Specifically, HCAAC shall not on account of race, color, sex, religion, creed, national ethnic origin, age, family or marital status, handicap or disability, deny any family or individual the opportunity to apply for or receive assistance under the Public Housing Program within the requirements of the HUD regulations.**

**To further its commitment to full compliance with the Civil Rights laws, HCAAC will provide Federal, State and local information to program participants regarding "discrimination" and any recourse available to them should they feel that they have been a victim of discrimination. Such information will be made available during the briefing session and all applicable Fair Housing information and Discrimination Complaint Forms will be made a part of the briefing packet.**

### **C. DEFINITIONS**

**APPENDIX I is a list of defined words and phrases, which when capitalized and used in this policy, shall have the meanings indicated.**

### **D. EFFECTIVE DATE**

**This policy shall be effective upon written approval by HUD following adoption by the Commission, acting through its duly constituted Board of Commissioners. All prior policy statements of the Commission on the same subject matter shall, on the effective date, be superseded by this policy. Upon the effective date, this policy shall apply to all pending applications and existing leases.**

### **E. AMENDMENT**

**This policy may be amended by the Commission by resolution duly adopted by its Board of Commissioners at a regular or special meeting that is open to the public in accordance with (24 CFR §903.21). The written agenda for such meeting shall indicate consideration of amending the policy. Any such amendment shall be subject to approval by HUD and shall be made only in accordance with applicable HUD regulations.**

**F. USE OF THE ADMISSIONS AND OCCUPANCY POLICY**

The Housing Commission of Anne Arundel County has full responsibility for the satisfactory completion of all contractual obligations with the Department of Housing and Urban Development (HUD) and for complying with all subsequent changes in regulation when implementing the Admissions and Occupancy Policy. If such changes conflict with the Policy, HUD regulations will have precedence. The administrative burden for implementation and compliance with the Federal regulations rests with the HCAAC.

The guideline set forth in this policy incorporates requirements of the U. S. Department of Housing and Urban Development (HUD), in the Public Housing Occupancy Guidebook dated June 2003. All issues not addressed in this document related to tenants and participants, are governed by changes in Federal regulations via HUD notices and memoranda as well as Board approved policies.

**G. ADMINISTRATION OF PROGRAM FUNCTIONS**

The administration of this Admission and Occupancy Policy is the responsibility of the Housing Services and Housing Management Divisions of the Housing Commission of Anne Arundel County.

**SECTION II - PRE-APPLICATION AND DETERMINATION OF ELIGIBILITY**

**A. FILING OF APPLICATION**

The Commission shall accept and process applications for admissions to its conventional Public Housing program according to the following procedures:

1. Any Adult member of the Applicant Family who is the Head of Household or Spouse must first file a preliminary application with the HCAAC Housing Resource Department. The pre-application shall provide information reasonably required by the Commission in determining eligibility, assignment, and rent.
2. The family member shall, by signing the pre-application attest to the accuracy of the recorded information, and acknowledge the Commission's right to verify the information by third-party verification.
3. The date of receipt will be stamped on the pre-application by the Admissions staff.

**B. NOTIFICATION OF ELIGIBILITY**

If an applicant is determined to be eligible, said applicant is notified in writing that he/she has been placed on the waiting list. If an applicant is initially determined to be ineligible because of income or family composition, said applicant is notified in writing and will not be added to the waiting list.

- 1. The HCAAC will deny program assistance for an applicant if any member of the family currently owes rent or any other legally collectable rent or other amounts to the HCAAC or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Act. Collectible rent or other amounts shall be defined in accordance with the State's current statute of limitations.**
- 2. Applicants owing legally collectible debts from previous assistance on the Section 8 Program and/or Public Housing Occupancy will be notified in writing of the amount owed, and will be given ten (10) business days to enter into a repayment agreement. If, after entering into the repayment agreement, the applicant defaults, the pre-application will be withdrawn from the waiting list.**
- 3. If at the time the applicant's name reaches the top of the waiting list, a legally collectible debt is still outstanding; the applicant will be required to pay the debt in full before receiving assistance. Failure to do so may result in the applicant being removed from the waiting list. In either case, the applicant will be given ten (10) days to request an informal review.**
- 4. Applicants for the program may be denied admission for a period of up to three (3) years of a for drug related or violent criminal activities that threatens the safety or wellbeing of other citizens or communities. HCAAC reserves the right to deny housing assistance to a family or single applicant if a family member has engaged in or been evicted from assisted housing due to drug-related or violent criminal activity in the past three years from the charge date.**

**HCAAC is not required to list the family on the waitlist or to admit the family off the waitlist. A waiver, however, may be granted for an individual who clearly did not participate in or have knowledge of drug related or violent criminal activity or if the circumstances leading to eviction no longer exist.**

- 5. Applicants owing legally collectible debts or outstanding payments to a utility company or another PHA will be notified in writing of the amount owed and will be given thirty (30) days to pay the amount in full. If the amount is not paid in full the pre-application will be withdrawn from the waiting list. HCAAC reserves the right to grant an extension to any applicant that provides proof that debt is being paid in full. To the extent HCAAC is aware of applicants owing outstanding debts to a utility company, HCAAC will advise applicant to make repayment arrangements. The inability to obtain or maintain utility service in applicant's name is grounds for denial or termination of a voucher.**
- 6. Applicants with an outstanding warrant identified on the criminal background investigation will be given thirty (30) days to clear the warrant. HCAAC reserves the right to grant an extension to any applicant that provides proof that the case is being cleared.**

### **C. NOTIFICATION OF INELIGIBILITY**

If an applicant is initially determined to be ineligible because of income or family composition, and that determination is concurred by the Commission's Applicant Screening Committee, the Commission shall mail to the applicant a notification of ineligibility stating the reason or reasons for the determination and a short summary of the evidence relied upon in making the determination. The summary need not identify specific sources of that evidence.

The Commission will also advise that the Family may seek reversal of the determination at an informal, non-adversary, fact-finding review before the Commission's Hearing Officer if requested by the applicant personally, presented orally, or in writing to the Housing Commission Central Office or the Housing Resource Office within ten (10) working days of the date of notification of ineligibility. If the applicant is a person with a disability, the applicant has the opportunity to request consideration of reasonable accommodation.

### **D. INELIGIBILITY REVIEW**

If the Applicant is entitled to review of an ineligibility determination, the review shall be scheduled and held as soon as possible. The applicant shall be given reasonable written notice of the time and place of the informal review and shall be entitled to be present, to have a representative of his/her choice, and to offer additional information to the extent deemed relevant by the Commission's Hearing Officer.

The Commission's Hearing Officer shall within a reasonable time after the close of the review render written decision and describe the information upon which the hearing officer relied. The decision need not contain an extensive opinion or formal finding of fact or conclusions of law. The decision of the Commission's Hearing Officer shall be based on the record (consisting of the application file, information presented at the review and any information obtained after the review pursuant to agreement of the parties made at the review) and shall be final.

## **SECTION III - MAINTENANCE OF THE WAITING LIST**

### **A. ESTABLISHMENT OF A CENTRAL SYSTEM**

The Applications of persons applying for admissions to the Public Housing Program shall be suitably categorized in the following manner:

- 1. "Active" - The applications of all apparently eligible Applicants shall be alphabetized with any notification of apparent eligibility and any supporting and verification documents, and maintained as "active" Applications.**
- 2. "Ineligible" - The applications of persons determined to be ineligible shall be suitably categorized, with the notification of ineligibility and any subsequent review notations, and maintained as "ineligible" Applications.**



3. **"Withdrawn" - Applications that have been withdrawn, for any of the reasons set forth below, shall be suitably categorized, with related documents, and maintained as "withdrawn" or "inactive" applications. An Application will be withdrawn if:**
  - a. **the Applicant requests withdrawal;**
  - b. **the Applicant fails to respond to a written request for information or a request to declare their continued interest in a program;**
  - c. **the Applicant fails to furnish information or verification, or authorization to obtain information or verification necessary to process the Application under Section IV-F of this policy.**

## **B. MAINTENANCE OF THE WAITING LIST**

**The Commission will maintain a separate waiting list for each of the public housing communities, i.e. Pinewood Village, Pinewood East, Glen Square and Stoney Hill.**

**The Commission shall computerize each application and Applicants will be assigned a position on the waiting list according to date and time of application, and suitable type or size of unit. A list of interested families will be maintained when immediate assistance is not available. This waiting list will be maintained according to the applicant, date and time of the family's application and suitable type or size of unit. All Applicants must report, via our web-site or in writing to the Housing Resource office any change in address, email, family composition, income, when changes occur. It is the responsibility of the applicant to report any changes and to maintain verifiable accurate address information. An applicant's waitlist status is maintained on an automated voice mail system and can be retrieved via the telephone, or our web-site. The waitlist is updated weekly.**

**HCAAC reviews the waitlist at least once every twenty-four (24) months in order to determine the interest/need of the applicant. Any waitlist determined to be closed at the time of review may not be updated. The review process identifies those applicants that have not made any updates or inquires within a twelve (12) month period. Before HCAAC purges an applicant from the waitlist, the applicant will be notified by regular mail and/or e-mail, that they must indicate their ongoing interest in obtaining housing by responding to HCAAC. The mailing is sent to the last known address (s) on file. If the mailing is received by HCAAC indicating it is undeliverable then the applicant will be removed from the waitlist.**

**Should applicant not respond to the request for updated information or to selection for the program for any reason, prior to the established deadline, the applicant will be deleted from the waiting list. Reasons for waiting list removal due to the review, include (but are not limited to) negligence in calling the designated waitlist phone number indicated on the mailing in a timely manner; negligence in updating the application by the on-line address indicated on the mailing in a timely manner; relocation resulting in a return of the mailing to the Commission with no forwarding address.**

If an applicant believes he or she was removed from a waiting list without cause, he or she may request an informal review with ten (10) business days of the indicated withdraw date identified in the correspondence from the Housing Resource Office.

It is the policy of the Housing Commission of Anne Arundel County to provide a reasonable accommodation(s) in housing for participants with disabilities where reasonable accommodation is needed to provide an equal opportunity to use and enjoy the Housing Commission's programs and premises.

The waitlist will remain open for acceptance of applications until a determination is made by the Executive Director/Chief Executive Officer to close the waitlist and at such time a notice will be posted in the legal section of the local newspapers.

#### **SECTION IV - ELIGIBILITY CRITERIA FOR ADMISSIONS**

The Commission will admit, as tenants, only applicant families who, at the time of admission, satisfy the following economic and non-economic criteria:

##### **A. ECONOMIC CRITERIA**

Each Applicant Family shall satisfy the following maximum income and assets requirements:

1. **Income.** Adjusted family income does not exceed the applicable low income limits established by HUD for occupancy in developments constructed prior to October 1, 1981 or the "very low" income limits established for occupancy in developments constructed after October 1, 1981.
- 2) **Assets.** Net Family Assets do not exceed the applicable Maximum Asset Limits as set by HUD.

##### **B. NON-ECONOMIC CRITERIA**

Each Applicant Family shall satisfy the following non-economic requirements. Compliance shall be determined from information obtained from the application process. The non-economic requirements are: (as defined in 24 CFR Subtitle A Section 5.403)

#### **FAMILY**

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

- (1) A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- (2) An elderly family;
- (3) A near-elderly family;
- (4) A disabled family;
- (5) A displaced family;

- (6) The remaining member of a tenant family; and**
- (7) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.**

**Elderly family - a family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.**

**Near-elderly family - a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.**

**Disabled family - a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.**

**Person with disabilities:**

- (1) Means a person who:**
  - (i) Has a disability, as defined in 42 U.S.C. 423;**
  - (ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:**
    - (A) Is expected to be of long-continued and indefinite duration;**
    - (B) Substantially impedes his or her ability to live independently, and**
    - (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or**
  - (iii) Has a developmental disability as defined in 42 U.S.C. 6001.**
- (2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;**
- (3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and**
- (4) Means “individual with handicaps”, as defined in Sec. 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.**

**Displaced family - a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.**

**Live-in aide - a person who resides 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 persons;**
- (2) Is not obligated for the support of the persons; and**
- (3) Would not be living in the unit except to provide the necessary supportive services.**
- (4) Meets non-economic screening criteria listed in Section IV. B.**

**All Family members who will be assisted through the program must be listed and verified as household members at the time of acceptance on the Program. Additions to the household will only be permitted if they meet the criteria listed above.**

If the addition to the family is a minor, then he/she must be placed in the household through adoption, court order, legal custody or through designee from a parent or other person having custody, with the written permission of such parent or other person.

## **SOCIAL SECURITY NUMBERS**

According to (24 CFR 5.216) - All persons applying to the Program, except those who do not contend eligible immigration status, must submit the following information before being considered for admittance:

- Social Security Number of each applicant and each member of the applicant's household; and
- A valid SSN card issued by the SSA; or
- An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual.

An applicant family may receive an offer for housing, even if the family lacks the documentation necessary to verify the SSN of a family member under the age of six (6) years. The family will be allowed a ninety (90) day grace period in which to provide the appropriate documentation. One additional ninety (90) day grace period will be granted if HCAAC determines that, in its discretion, the applicant's failure to comply was due to circumstances outside the control of the applicant. If the applicant family does not produce the required documentation within the authorized time period, HCAAC will terminate the tenancy in accordance with 24 CFR 5.218.

## **INDEPENDENCE**

The definition of a Family includes at least one Adult who is capable of meeting his or her obligations under the lease and do not pose a danger to their own health and safety or to other residents of the community or HCAAC employees.

Accordingly, the Commission's attempts to provide sound housing units in a decent environment and requires that its Families provide for themselves their other essential living requirements, without becoming an unacceptable burden upon neighboring residents or the Commission's staff; such as housekeeping, nursing and health care, personal counseling, and financial management.

The Commission also requires that at least one responsible member of each Family be capable of understanding and discharging the obligations imposed upon Family by the Commission's lease, including obligations for the payment of rent and other charges and for the maintenance, cleanliness and safety of the leased premises.

In special circumstances, with the approval of the Department Supervisor, these requirements may be satisfied by a formalized arrangement between the Applicant Family and a relative, chore worker, nurse, or other suitable person who has agreed to provide and is capable of providing the necessary assistance and care. The

continued providing of that third-person assistance and care shall become a special condition of the lease. The person providing such assistance shall not assume the status of a remaining member of a Tenant Family in the event the Tenant vacates the premises for any reason.

## **FINANCIAL RESPONSIBILITY**

The Family's past performance and present conditions must indicate a reasonable probability that the Family will meet its future financial obligations to the Commission. The prospective ability and willingness of the Family to meet their limited financial obligations to the Commission will be determined by Applicants who owe no rent or other amounts to the Housing Commission or to another PHA as a result of participation in the Public Housing or Section 8 programs.

Applicants owing debts from previous assistance on the Housing Choice Voucher Program and/or Public Housing Occupancy will be notified in writing of the amount owed, and will be given ten (10) business days to enter into a repayment agreement. If, after entering into the repayment agreement, the applicant defaults, the pre-application will be withdrawn from the waiting list.

If at the time the applicant's name reaches the top of the waiting list, the debt is still outstanding; the applicant may be ineligible and will be notified in writing of such and of their right to informal review and given 10 days to request an informal review.

Previous eviction for failure to pay rent shall not automatically disqualify an Applicant Family, but may be the basis for further inquiry and ineligibility.

### **Conduct**

The Family's past performance in present and prior housing should indicate a reasonable probability that the Family:

- 1) Will refrain from living or housekeeping habits, practices and conduct, including criminal activity, that would likely disturb neighbors, destruction of property, or adversely affect the health, safety or welfare of the Commission's tenants or employees.
- 2) Has not committed fraud in connection with any Federal housing assistance program.
- 3) HCAAC reserves the right to deny housing assistance if the applicant has past performance in meeting financial obligations, especially rent.
- 4) HCAAC may consider all relevant information pertaining to a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense); consideration

may be given to factors which might indicate a reasonable probability of favorable future conduct.

In this case, HCAAC is not required to list the family on the waitlist or to admit the family off the waitlist. A reasonable accommodation, however, may be granted for an individual who clearly did not participate in or have knowledge of drug related or criminal activity or if the circumstances leading to eviction no longer exist.

**SECTION V - RESIDENT SELECTION AND ASSIGNMENT**

**A. FACTORS IN THE SELECTION PROCESS FOR ADMISSIONS**

The procedures used for selection of Residents shall be designed to attain a Resident body in each community composed of families with a broad range of incomes and rent paying ability. The selection process or placement of an applicant in Public Housing is based upon the following factors:

- Application date and time
- Bedroom size
- Elderly and non-elderly status
- Eligibility criteria

**1. Application Date and Time**

An applicant's position on the waiting list will be maintained in order of date and time of application and within required bedroom sizes. The date and time of receipt of each application received will be stamped on the application by the Admissions office.

**2. Bedroom Size**

The following occupancy standards will be used to determine the number of bedrooms required to accommodate a family at leasing (except that such standards could be waived at the discretion of the Executive Director/Chief Executive Officer or designee when necessary to achieve or maintain full occupancy or when extraordinary family situations or circumstances exist):

**OCCUPANCY STANDARDS**

<b><u>BEDROOM</u></b>	<b><u>MINIMUM # PERSONS IN HOUSEHOLD</u></b>	<b><u>MAXIMUM # PERSONS IN HOUSEHOLD</u></b>
<b>0 BR</b>	<b>1</b>	<b>1</b>
<b>1 BR</b>	<b>1</b>	<b>2</b>
<b>2 BR</b>	<b>2</b>	<b>4</b>
<b>3 BR</b>	<b>3</b>	<b>6</b>
<b>4 BR</b>	<b>4</b>	<b>8</b>
<b>5-6 BR</b>	<b>6</b>	<b>10-12</b>

- **A minimum of one bedroom or living/sleeping room of appropriate size for each two persons in the household.**
- **Separate bedrooms shall be assigned to persons of the opposite sex, except for:**
  - a) **husband and wife;**
  - b) **male/female cohabitants (as defined in the Glossary); and**
  - c) **children age 5 and under**
- **Dependents of the same sex, regardless of age, shall be assigned one bedroom for each two persons.**
- **The unborn child of a pregnant head of household or spouse shall be considered a dependent under the age of 5.**
- **Children who have reached the age of three (3) years will be given a separate bedroom from that single parent.**

**The preceding categories of occupancy standards are guidelines only. A family may elect to occupy a smaller unit than these guidelines would dictate if they so choose.**

### **3. Elderly and Non-Elderly Status**

**Elderly and disabled or handicapped families are given preference in admission to communities for the elderly. Non-Elderly families are restricted to admission to family communities only. Management retains the right, however, to house a single handicapped or disabled person in a one bedroom "accessible" family unit.**

### **4. Income Requirements**

**Families will be assigned in accordance with the income targeting requirements established based upon waitlist demographics. Targeting requirements will be evaluated semi-annually in January and July of each year and modifications will be made as an internal communication as amendment to this policy.**

**The policy will reflect waitlist demographics as indication of the demand required upon the program. The Housing Commission will continue to adhere to the Federal Requirements as they are updated.**

**The targeting requirements will also be set with emphasis on insuring that each community can meet its financial requirements and a minimum rent roll threshold will be established for each respective community.**

## **D. INCOME VERIFICATION AND PAYMENT CALCULATIONS**

## **1. VERIFICATIONS REQUIRED TO DETERMINE ELIGIBILITY**

- **Annual income of all family members 18 years of age or older expected to reside in the unit. Income would include employment, benefits, school grants, support, interest or dividends from savings accounts, stocks, or bonds.**
- **Assets such as real property, savings accounts, stocks, and bonds.**
- **Unusual expenses such as child care to enable family members to work or furthering their education. Medical expenses for elderly family in excess of 3% of families' annual gross income.**
- **Full-time student status of adult family members.**
- **Family composition such as relationship of adult family members, children with last names different from parents, custody, if applicable, foster care papers, and other similar situations of unusual family composition.**
- **Medical information could be required to justify a larger bedroom size certificate than the family is otherwise eligible.**
- **Regular contributions & gifts from person(s) outside the household will be counted as income. Casual or sporadic gifts are excluded.**
- **Lottery winnings paid in periodic payments. (Winnings paid in a lump sum are included in net family assets - not in annual income.)**
- **The annual income of the spouse of the head of the household, if that person is temporarily absent, such as away at college or in the armed forces, even if that person is not on the lease.**
- **Benefits and other non-earned income paid directly to or on behalf of minors and full-time students.**
- **The annual income for a family member including a permanently absent member will be counted until written verification that the family member has vacated the unit is received.**
- **The gross amount (before deductions for Medicare, etc.) of periodic social security payments. Includes payments received by adults on behalf of minors or by minors for their own support).**
- **Annuities, insurance policies, retirement funds, pension, disability or death benefits and other similar types of periodic receipts.**
- **Payments in lieu of earnings, such as unemployment and disability compensation and severance pay. Any payments that will begin during the next 12 months must be included.**
- **Net payments of adjusted benefits.**



## **2. ANNUAL INCOME EXCLUDES**

- **Employment income of children (including foster children) younger than 18.**
- **Food Stamps; meals on wheels or other programs that provide food for the needy; groceries provided by persons not living in the household.**
- **Grants or other amounts received specifically for medical expenses.**
- **Adoption Assistance Payments**
- **Income associated with persons that live in the unit but are not regular household members includes:**
  - **Payments received for care of foster children**
  - **Income of live-in attendants**
- **Homecare payments**
- **Resident Service Stipends**
- **The principal portion of the payments received on mortgages or deeds of trust.**
- **Earned Income of Full Time Students 18 years or older (except the Household and spouse). The exemption only applies to earning in excess of \$480.00.**
- **Scholarships, veterans' benefits or student loans used for tuition, fees, books, equipment or reasonable rent or utility costs for a student living away from home.**
- **State or Local employment training programs and training of resident management staff.**
- **Hazardous duty pay to a family member in the military.**
- **Lump-sum additions to family assets - such as inheritances; one-time lottery winnings; insurance settlements under health and accident insurance and worker's compensation; settlement for personal or property losses.**
- **Exclusion of Deferred Periodic Payments of SSI and Social Security received in lump sum.**
- **Casual, sporadic or irregular gifts (including verified census taker earnings).**

- **Payments, rebates or credits received under Federal, Low-Income Home Energy Assistance Programs or from other government agencies.**
- **Income excluded by Federal Statute.**

### **3. CONVERTING INCOME**

**To annualize full employment, multiply:**

- **Hourly wages by 2080 hours**
- **Weekly wages by 52**
- **Bi-weekly amounts by 26**
- **Semi-monthly amounts by 24**
- **Monthly amounts by 12**

### **4. IMPUTED INCOME FROM ASSETS**

**If net family assets exceed \$5,000, annual income must include the greater of:**

- **The actual income from assets; or**
- **An imputed income from assets:**
- **Imputed income is calculated by multiplying the total net family assets by the specified interest rate established HUD and will be updated as per regulatory changes.**

**Family assets include:**

- **Amounts in savings and checking accounts.**
- **Equity in real property or other capital investments is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees, penalties), that would be incurred in selling the asset.**
- **The cash value of trusts that are available to the household.**
- **IRA (an individual retirement account), Keogh and similar retirement savings accounts.**
- **Stocks, Bonds, Treasury Bills, Certificate of Deposits, Money Market Funds.**
- **Contributions to company retirement/pension funds:**

**While an individual is employed, count only amounts the family can withdraw without retiring or terminating employment.**

**After retirement or termination of employment, count as an asset any amount the employee elects to receive as a lump sum.**

- Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
- Personal property held as an investment.
- Cash value of life insurance policies.
- Assets disposed of for less than fair market value during the two years preceding application or re-examination.
- Business assets disposed of for less than fair market value. (Business assets are excluded from net family assets only while they are part of an active business.)

## **5. ASSETS DO NOT INCLUDE**

- Clothing, furniture, cars
- Interest in Indian trust lands
- Equity in a cooperative unit in which the family lives
- Assets that are not accessible to the applicant and provide no income to the applicant. In such cases the asset must be disclosed to the Housing Commission staff and a written affidavit from the client stating the type of asset and that they do not have access to, nor do they receive any income from the asset. Should the situation change and the client is granted access, it is incumbent upon the assisted family to disclose the change and report the asset within 10 days of the occurrence.
- The amount of equity in a mobile home.

## **6. ADJUSTED INCOME**

**Gross annual income minus allowances for dependents, elderly household deduction, child care, medical and handicap expenses equals adjusted income.**

### **a. Dependent Allowance**

**\$480 for each household member who is under 18 years of age, or is handicapped, disabled or a full-time student.**

**The head, spouse, foster child or live-in attendant are never counted as dependents.**

**Cannot count unborn child or child to be adopted until the child is physically in the household.**

**A full-time student is one carrying a full-time subject load (as defined by the institution) at an institution in a degree or certificate program.**

**b. Elderly Household Deduction**

**\$400 per family for all families in which the head or spouse is at least 62 years of age or disabled. The \$400 is a household deduction (only one per family, even if both head and spouse are elderly).**

**c. Child Care**

**Reasonable child care expenses for the care of children, including foster children, age 12 and younger may be deducted from annual income if all of the following are true:**

- **The care is necessary to enable a family member to work or further his/her education (academic or vocational);**
- **The expense is not reimbursed by an agency or individual outside the household; and**
- **The expenses incurred do not exceed the amount earned.**

**d. Allowance for Disabled Family Members**

**Families may deduct anticipated expenses for care attendants and "auxiliary apparatus" for handicapped or disabled family members if such expenses:**

- **Enable a family member (including the disabled family member) to work;**
- **Exceed three percent of Annual Income; and**
- **Do not exceed the earned income of the household member(s).**

**"Auxiliary apparatus" are items such as wheelchairs, ramps, adaptations to vehicles, special equipment to enable a blind person to read or type, etc. if directly related to permitting the handicapped person or other family member to work.**

**e. Medical Expenses**

**The medical expense deduction is permitted only for households in which the head or spouse is at least 62 years of age, or disabled.**

**If the household is eligible for a medical expense deduction, the medical expenses of all family members are counted.**

**They may include:**

- **Services of health care facilities.**

- **Medical insurance premiums.**
- **Prescription/non-prescription medicines.**
- **Transportation to treatment.**
- **Dental expenses, eyeglasses, hearing aids, batteries.**
- **Live-in or periodic medical assistance.**
- **Monthly payment on accumulated medical bills.**

**Allowable Medical Expense is that portion of total medical expenses that is in excess of three percent of annual income.**

## **7. Utility Allowances**

**Per HUD regulations, HCAAC has developed a utility cost allowance covering natural gas and electricity at the public housing properties where usage is individually metered. The allowance is based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. The allowance is based on the bedroom size of each individual unit.**

**The utility allowance will be subtracted from the family's income rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to HCAAC. If a tenant's utility allowance is more than the income rent, HCAAC will pay the difference directly to the appropriate utility supplier.**

**Telephone, cable TV and satellite TV are not considered utilities and HCAAC is not required to provide a utility allowance for these services.**

**At least annually, HCAAC will review the basis on which the utility allowances were established. If there has been a significant change to the basis of the allowances such as modernization, utility conversion, etc., HCAAC will revise the allowances in effect at that time to reflect such changes. (24 CFR 965.505 (b))**

**HCAAC will revise the cost allowances if there is a rate change (including fuel adjustments) of ten percent or more from the rates on which the allowances in effect at that time of the review are based. HCAAC may revise the cost allowances between annual reviews if there is a rate change of less than ten percent. Revised allowances based on rate changes are not subject to the 60-day notice described below. (24 CFR 965.507 (b))**

**HCAAC shall provide a notice to tenants concerning revisions to the allowance amounts. The notice will be given, in the manner as described in the dwelling lease, not less than 60 days before the proposed effective date of the revised allowances. The notice will describe the basis for determination of the revision, including a description of the equipment on which the allowances are based. The notice will also include the location where tenants may review the full Utility**

**Allowance Report which details the basis on which the allowances were established. (24 CFR 965.502 (c))**

**E. SPECIAL CALCULATION FOR HOUSEHOLD WHO ARE ELIGIBLE FOR DISABILITY ASSISTANCE AND MEDICAL EXPENSES**

**If a family has both medical expenses and handicap assistance expenses, a special calculation is required.**

**Three percent of annual income must first be deducted from the disabled assistance expenses. Any remainder is then deducted from total medical expenses.**

**F. METHODS OF VERIFYING NECESSARY INFORMATION**

- 1. Third Party (Independent) Verification: This should be used whenever possible as it provides the most reliable results. If other methods are used, the file should contain documentation to explain the reason.**

**Third party verification refers to written or oral verification from employers, public agencies, physicians, etc. If oral, the file must be documented with the date and name of HCAAC staff member receiving the information.**

**Internal Revenue Service Data: This source can be used for income purposes and is especially useful when self-employment is involved. The information must be from the most recent year filed.**

- 2. Review of Documents: When documents are reviewed they must be photocopied unless prohibited by law. When photocopies cannot be made, information must be recorded, dated, and signed.**

**Notarized Statement or Signed Affidavits may be accepted from applicants when all other sources have been exhausted. They should not be accepted in lieu of other possible methods.**

**Verifications, such as income or expenses, must be updated if older than 60 days, for the purpose of certification or re-certification.**

**G. INELIGIBLE DETERMINATION AT TIME OF VERIFICATION**

**Families may be determined ineligible if their income exceeds the very low income standards prescribed by HUD.**

**Families may be determined ineligible when their income is such that the Total Tenant Payment is equal to or exceeds the highest rent standard for the unit size for which the family would be eligible.**

**Families may be determined ineligible if it is discovered they submitted fraudulent information.**

## **H. NOTICE OF DECISION AND INFORMAL REVIEW PROCESS**

**All ineligible applicants must be advised of such in writing and of their right to informal review and given ten (10) business days to request an informal review.**

**The informal review will provide the applicant with an opportunity to present new information or to refute existing information. The Hearing Officer may declare an applicant eligible, continue the findings of ineligibility, or reopen the case for further**

- A question and answer period; and**
- Distribution of related materials.**

**At the briefings, pertinent information is discussed on all programs. Especially emphasized are all tenant responsibilities.**

## **I. RESIDENT SELECTION PROCEDURE & ASSIGNMENT PLAN**

**The following plan for selection of applicants and assignment of dwelling units are consistent with the objective of Title VI of the Civil Rights Act of 1964 and HUD regulations and requirements to assure equal opportunity and non-discrimination on grounds of race, color, or national origin.**

### **1. Elderly & Disabled**

**When a vacancy occurs in an elderly housing community, no more than 2 (two) offers of an appropriate size unit will be made to the applicant based on type and size of the unit available and date and time the application was received at the property where the greatest number of vacancies.**

**The applicant is entitled to decline one offer without penalty. If the applicant refuses the second offer of a unit for a reason other than the approved valid reasons for health hardship, the applicant will be removed from the waiting list at the date and time of refusal of the offer.**

### **2. Family Applicants**

**When a vacancy occurs in a family housing community, no more than 2 (two) offers of an appropriate size unit will be made to the applicant based on type and size of unit available and date and time the application was received at the property where the greatest number of vacancies exists.**

**The applicant is entitled to decline one offer without penalty. If the applicant refuses the second offer of a unit for a reason other than the approved valid reasons for health hardship, the applicant will be removed from the waiting list at the date and time of refusal of the offer.**

- 3. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of their inability to move due to the valid reasons for health hardship, refusal of the offer shall not count as one of the number of allowable refusals permitted the applicant before placing his name at the bottom of the eligible applicant list.**

4. If the applicant presents clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, or national origin, such as inaccessibility to source of employment, medical services, children's day care and the like, refusal of such an offer shall not be counted as one of the number of allowable refusals permitted an applicant before placing his name at the bottom of the eligible applicant list.
5. The Housing Commission will take action to ensure that qualified individuals with disabilities benefit from housing assistance and services that are provided by the Commission. In the event an accessible unit becomes vacant, before offering such unit to a non-disabled applicant, the Housing Commission shall:
  - i. Offer such unit to a disabled resident of the same property, or comparable property, having disabilities that require accessibility features of the vacant unit, or, if no such occupant exists;
  - ii. Offer such unit to qualified disabled client on the waiting list requiring the features of the available unit who meets the requirements of Eligibility and Resident Selection described herein.

#### **J. STANDARDS FOR RESIDENT SELECTION**

The Commission shall use information that may provide a basis for denial of housing based on the past conduct of the applicant or members of his/her family. To obtain such information, all families are subject to the following:

1. Credit report from a local credit bureau;
2. A rental history from a current or previous landlord;
3. Information from social workers, police departments, parole officers and other relevant reports.
4. Other selection criteria that may be regulated by Statute.

#### **K. ASSIGNMENT PROCESS**

1. Applicants are selected from the top of the Public Housing list based on date and time of application, and suitable type or size of unit with consideration given to elderly status and factors which could adversely affect the health, safety, or welfare of other residents. Due to approved income targeting requirements for the Housing Commission applicants may be "skipped" in order to select an income targeted applicant.
2. Eligible applicants are assigned by the Occupancy Department to the appropriate site based on current and anticipated vacancies.

#### **L. HARDSHIP CRITERIA FOR APPLICANTS AND RESIDENTS OF PHA**



There are two (2) bases for hardship requests relative to the offering of a unit to new applicants:

1. **Health** - The physical unit itself is not appropriate because of applicant's incapacities; its location precludes home-bound support or mitigates against access to required long-term medical care or
2. **Economic Hardship** - The unit's location would cause loss of job, severe economic hardship including inadequate access to appropriate day care and/or preclude fair access to transportation when public transportation is reasonably required.

Applicants must inform site-based staff of their decision to accept or reject an offered unit within 48 hours of the offer.

#### **M. REFUSAL AND DENIALS OF APPLICANTS**

1. **The Commission will deny an applicant housing for the following reasons:**
  - a. **History of:**
    - 1) **disturbing neighbors;**
    - 2) **destroying property;**
    - 3) **living or housekeeping habits which would adversely affect the health, safety or welfare of other residents; or**
    - 4) **criminal activity, especially involving violent criminal activity for a period of three (3) years prior to eligibility determination. However, no applicant who has been a victim of domestic violence, dating violence, or stalking can be denied admission if they are otherwise qualified.**
  - b. **Non-payment of rent**
  - c. **Poor credit history**
  - d. **Health or safety problems**
  - e. **Owing money to a public agency in connection with the public housing or Housing Choice Voucher programs**
  - f. **Committing fraud in connection with any federal housing assistance program.**
  - g. **Indication that the use of alcohol and/or drugs would likely result in conduct that would adversely affect the property environment.**
  - h. **Applicants for the program may be denied admission for a period of up to three (3) years for drug related or violent criminal activities that threatens the safety or wellbeing of other citizens or communities. Families may be determined ineligible due to specified criminal activity, or an action or failure to act by a household member as defined and detailed by Federal Statute. The Housing Commission must**

prohibit admission to the program of an applicant for three years from the date of eviction if a household member has been evicted from federally assisted housing for drug related or violent criminal activity. However, the Housing Commission may admit the household if the Commission determines: (1) that the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation approved by the Commission; or (2) that the circumstances leading to the eviction no longer exist.

The Housing Commission may prohibit admission for a period of three (3) years if: (1) the Commission determines that any household member is currently engaging in illegal use of a drug, and/or (2) the Commission determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

The Housing Commission will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The Housing Commission will prohibit any household member who has ever been convicted of violent criminal activity or drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

2. The Commission will:
  - a. The Commission will not rely solely on the arrest record in cases where there is potential denial for criminal activity.
  - b. Review with applicant any information that may adversely affect the possibility of housing, provide an opportunity to explain or refute such information and report such findings and/or explanation to the Review Committee for consideration.
  - c. Then if denied, inform the applicant in writing as to why housing is being denied and of their right to an informal review and given ten (10) business days to request an informal review.
  - d. Refer the applicant to appropriate counseling services.

The informal review will provide the applicant with an opportunity to present new information or to refute existing information. The Hearing Officer may declare an applicant eligible, continue the findings of ineligibility, or reopen the case for further evaluation. The applicant shall be notified in writing of the results of the informal review.

## **SECTION VI - DWELLING LEASES**

**The Dwelling Lease is the basic contract between the Housing Commission and the Tenant and Tenant's Family (see Appendix IV). It is consistent with the state and local laws governing tenant-landlord relations as well as the requirements of HUD regulations. It governs the relationship between the Commission and its Tenants and consequently, is one of the single most important policy documents of the Commission. More importantly, it is the major policy document governing continuing occupancy promulgated by the Commission.**

**The Dwelling Lease governs such aspects of Tenant-Commission relations as who is permitted to live in the Unit leased by Tenant; the amount and manner of payment of rent, security deposits, and sundry charges; the conditions under which Commission personnel may enter the Unit; and the procedures for re-determination of rent. It sets forth both the Commission's obligations to the Tenant and the Tenant's obligations to the Commission.**

**The Lease also prescribes the procedures for the transfer of the Tenant Family to larger or smaller units based on family size as well as for the termination of the Lease for the serious or repeated violation of the terms of the Lease. The Lease also makes reference to procedures for resolving disputes over the application of the rules and regulations set forth in the terms of the Lease and other such rules as are posted in development offices as well as over the omissions of the Commission.**

**No Applicant Family or Tenant Family may occupy a Unit in any Development managed by the Commission without a written Lease for such Unit which has been signed by the Head of Household or Spouse. The Lease shall be implemented for each Tenant at admission for new Tenants and at the time of transfer for any Tenant moving from one Unit in a development to any other Unit in a development.**

#### **A. LEASE REQUIREMENTS**

**The Lease which is entered into between the Commission and each Tenant of a Unit contains the following major provisions:**

- 1. Identification of parties and premises;**
- 2. Payments due under the Lease;**
- 3. Rent and Unit size determinations;**
- 4. Tenant's right to use and occupancy;**
- 5. The Commission's obligations;**
- 6. Tenant's obligations;**
- 7. Defects hazardous to life, health, or safety;**
- 8. Pre-occupancy and pre-termination inspections;**
- 9. Entry of premises during residency;**
- 10. Notice procedures;**
- 11. Termination of the Lease;**
- 12. Grievance procedures;**
- 13. Provisions for modifications; and**
- 14. Signature clauses.**

#### **B. IDENTIFICATION OF PARTIES AND PREMISES**

**Each Lease shall identify the premises leased and the parties to the lease including:**

- 1. The date of the commencement of the Lease;**

2. The term of the Lease; and
3. The members of the household and their relationship to the Head of Household who shall reside in the unit as approved by the Commission.

Dwelling Leases are for a period of one year. The Lease is automatically renewed for successive terms of one month each, unless terminated upon lease violations as specified in Section XIII.

#### C. PAYMENTS DUE UNDER THE LEASE

Five types of payments are due under the provisions of the Lease:

##### 1. RENT

The amount of rent charged the Tenant at the date of occupancy (or the making of the current lease) is fixed in the lease. This amount may be adjusted upward or downward during the term of the lease to reflect changes in the Total Family Income as specified in Section E below. All rents are due in advance on the first day of each month or at the time of initial occupancy.

- a. In accordance with Section 402(a) and (2) of the continuing resolution, assisted families may pay a monthly minimum rent as set by the Housing Commission by internal procedure. The minimum rent may not exceed \$50.00 per month, and is currently set at \$0, but may be changed at any time due to market conditions. The total tenant payment of these families must be the greatest of:
  - 30% of family monthly adjusted income
  - 10% of family monthly gross income, or
  - Any minimum set by the Commission
  - The flat rent established for the unit (public housing only), so long as the flat rent does not exceed the 3 previous categories.
- e. Rent payments from adult household members in the form of personal checks, money orders, cashier's checks and bank checks will be accepted. Cash will not be accepted unless it is taken by the Sheriff's Department in order to stay an eviction. At the discretion of the Housing Commission other mechanisms of payment may be accepted to include but not limited to; electronic payments. The agency recognizes that in some situations certain non-profit entities and other government entities may make payments from time to time on a household's behalf, and the agency will accept those payments.
- f. Mixed Families –A family that contains some member that is eligible for assistance and some members that are ineligible for assistance. The family may be subject to prorated rent under the Noncitizens Rule.

Under this rule, the PHA must complete the following steps:

1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”).
4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”
6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family’s TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP.

This method of prorating assistance applies to new admissions and annual reexaminations after the effective date of the regulation.

- g. **Earned Income Disregard-** The earned income disallowance encourages resident self-sufficiency by rewarding certain residents who go to work or have increased earnings. During the first twelve (12) calendar month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family an increase in income of the family member as a result of employment over prior income of that family member. After the first calendar twelve (12) month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to beginning of such employment. The disallowance is limited to a lifetime twenty-four (24) month period for a qualifying family member; at the

**end of the twenty-four (24) months, the disallowance ends regardless of how many months were used.**

**A qualified family is defined as a family residing in public housing:**

- 1. Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;**
- 2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or**
- 3. Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-To-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-provided that the total amount over a six-month period is at least \$500.**

**Disallowance of increase in annual income**

**Initial 12-month exclusion - During the cumulative 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, HCAAC will exclude from annual income of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.**

**Second 12-month exclusion and phase-in - During the second cumulative 12-month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, HCAAC will exclude from annual income of a qualified family 50% of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.**

**Maximum 24-month disallowance - The disallowance of increased income of an individual family member as provided above is limited to a lifetime 24-month period. This section only allows for a maximum of 12 months for the initial exclusion and a maximum of 12 months for the second 12-month exclusion.**

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

**2. LATE PAYMENT OF RENT/COURT COSTS/LEGAL FEES AND COSTS**

A late fee will be charged equal to five (5) percent of the rental payment, not to exceed \$10, for rent paid after the tenth calendar day of the month. All costs associated with the bringing of any legal action arising under this Lease and/or the enforcement of any lease term, including but not limited to court fees, service of process fees, and/or attorneys' fees and costs including expert fees engaged for purposes of litigation. The fees will not be charged against a Tenant until the Court has entered a verdict in the PHA's favor or after PHA files suit and the Tenant resolves the suit by settling the claim prior to judgment, such as by paying any outstanding rent or other charges due to avoid judgment in a breach of contract action. Tenant maintains a right to timely grieve any assessed fee with which Tenant disagrees and/or to take any judicial remedy to which Tenant may be legally entitled.

The PHA shall provide written notice of the amount of any charge, in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after HCAAC provides Tenant written notice of the charge. In accordance with Tenant's rights as set forth elsewhere in this Lease and under Federal Regulations, the Tenant has the right to challenge the charges described herein in accordance with a timely filed grievance and/or to take any judicial remedy to which Tenant may be legally entitled.

The Housing Commission will take action to ensure that qualified individuals with disabilities benefit from housing assistance and services that are provided by the Commission.

**3. EXCESS UTILITIES**

The Commission furnishes, without additional charge, the Utilities specified for the development on the Schedule of Utilities adopted by the Commission. Copies of the Schedule of Utilities will be posted in each development office and will be furnished to the Tenant upon request. At developments where utilities are provided by the PHA, a charge shall be assessed for excess utility consumption due to the operation of major Tenant-supplied appliances. This charge does not apply to Tenant(s) who pay their utilities directly to a utility supplier.

**4. REPAIR CHARGES**

The Tenant shall be charged for any repairs to the dwelling and/or the equipment furnished which are not due to normal wear and tear. The Head of Household shall be responsible for any and all damages caused by a member of the Tenant Household or their guests to the Unit, buildings, facilities, or common areas under the control of the Commission. The repair charges,

where possible, shall be determined by reference to a uniform schedule of charges for repairs and materials as approved by the Commission after consultation with the Resident's Councils and posted in the development offices. Repair charges are due and payable on the first day of the second month following the month in which the charge is incurred and all charges shall indicate the nature of the repair. If the Tenant disputes the charges, the Tenant is entitled to request a hearing in accordance with the Housing Commission's Grievance Procedures.

## **5. SECURITY DEPOSITS**

Tenants shall deposit with the Commission an amount equal to the greatest of \$50 or one month's Total Tenant Payment as security for the performance of Tenant's obligations under the Lease. The security deposit may be paid either as a lump sum on the date of occupancy of the Unit or billed in reasonable installments at the execution of the Lease and thereafter until the amount is paid in full. The security deposit may not be used to pay rent or other charges while the Tenant occupies the Unit and may be used only upon termination of the Lease to cover unpaid rent and other charges or damages due the Commission.

## **D. REPAYMENT AGREEMENTS**

When a participant owes money to HCAAC, assistance must not be terminated simply because the family has an outstanding debt. When an applicant owes money to HCAAC (or another PHA or another federal housing program), placement on the waiting list must not be denied solely because of a previous debt. A Promissory Note, in the form of a Repayment Agreement, may be executed by the participant or applicant with the HCAAC to permit payback of a debt over a period of time.

Repayment Agreements may be executed for, but are not limited to, the following circumstances:

- failure to report changes in income or family size that results in overpayment of assistance
- repayment to HCAAC for claims paid on the participant's behalf due to unpaid rent, damages or a vacancy loss

Participants owing money must be notified of their liability and informed that they are not required to enter into a Repayment Agreement as a condition of continued assistance. However, in the absence of a Repayment Agreement or default of a Repayment Agreement, the HCAAC may deny issuance of a new Certificate or Voucher when the participant wants to move.

There is no dollar limit on the amount of the Repayment Agreement. Payment amounts should be affordable for the participant or applicant and for a specified term.

If an applicant or participant has signed a Repayment Agreement with HCAAC (or any other PHA or federally assisted housing program) and they breach the agreement, HCAAC may deny or terminate assistance.



## **E. RENT AND UNIT SIZE REDETERMINATION**

**Section VI-C of the Lease provides for the re-determination of rent, eligibility and dwelling size and represents the foundation of the continuing occupancy policies. The eligibility of a family to remain in occupancy, the amount of rent, and the appropriateness of the size of the Unit assigned based on Family composition are each determined as a result of the periodic reexamination of Tenant Families.**

### **1. ANNUAL/TRENNIAL REEXAMINATION**

**All families, without fixed sources of income, (includes all adult members) will be scheduled for recertification interviews to provide information on income, assets, allowances, deductions and family composition at least annually (except those families with fixed sources of income) and in accordance with Section 982.516 of the Federal Regulations. (See Verification Procedures)**

**For families who choose flat rents, HCAAC will conduct a reexamination of family composition at least annually, and will conduct a reexamination of family income at least once every three (3) years in accordance with 960.257 of the Federal Regulations.**

**All families (includes all adult members) with fixed sources of income will be scheduled for recertification interviews to provide information on income, assets, allowances, deductions and family composition at least once every three (3) years (triennially) and in accordance with 24CFR 560.257 of the Federal Regulations.**

**“Family member with a fixed source of income” is defined as a family member 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;**  
**or**
- (4) Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.**

**In accordance with 24CFR 560.257), HCAAC may by means of a streamline income determination allow families, who self-certify as having fixed sources of income, to complete recertification’s once every three (3) years. Eligible families are families who have an income, as of their most recent review, of which 90 percent or more consists of fixed-income.**

**HCAAC must use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount and, must obtain third-party verification of other income amounts in order to calculate the change in income for the source.**

**For any family member whose income is determined pursuant to a streamlined income determination, HCAAC must obtain third-party verification of all fixed-income amounts every three (3) years. Other income for each family member must be determined at least annually.**

**During the annual reexamination process, HCAAC will accept a family's declaration that it has total net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then HCAAC will not request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to \$5,000.**

**Whenever a family member is added, HCAAC will obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, HCAAC will obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold. If the addition of that family member's assets does not put the family above the \$5,000 asset threshold, then HCAAC will not obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every three (3) years.**

**The reexamination of family circumstances is coordinated with the anniversary date and inspection of the premises. Reexaminations are started 90 days prior to the anniversary date to assure sufficient time to conclude this process.**

**The Commission shall verify all information submitted by the Tenant in accord with Section V, Part F of this policy. To assist in the verification process, the Head of Household and any working adult members of the Tenant's Family shall sign release of information forms necessary to accurately verify the source, amount, and permanence of income. Copies of enrollment forms and transcripts may be required to document the status of full-time students for persons 18 years and older.**

**If, as a result of the Annual Reexamination, the Commission determines that Tenant's rent should be adjusted, the Commission will give Tenant 30-day Notice of Proposed Rent Adjustment. The adjustment shall become effective on the date stated in the Notice unless the tenant requests a grievance hearing on the proposed adjustment based on the manner in which the rent was determined.**

**The rent established at admission or the last reexamination date shall remain in effect between regular rent determination dates unless modified through an interim adjustment.**

## **2. INTERIM ADJUSTMENTS**

**In general, the Tenant shall report any changes in Family composition, employment status, household deductions, or income to the Commission with ten (10) business days after the change has occurred. However, rent shall also be adjusted if the Commission obtains independent verification of income for a Family member, which has not been previously reported.**

**a. Temporary Rent**

**If the reported change involves a change in employment status and income upon which rent is determined, the Commission shall calculate a temporary rent, which reflects the reported changes. The Commission shall attempt to verify the reported changes through its normal verification procedures within ten (10) business days of the application. However, should there be difficulty in immediately verifying the information, the Temporary Rent shall remain in effect until the changes are verified or for a period not to exceed sixty (60) days, whichever is shorter.**

**b. Hardship Rent**

**If the Tenant reports and adequately demonstrates to the Commission a change in his or her circumstances, which with the continued payment of rent at the then current rate, creates a hardship, the Commission shall reduce the rent during the continued existence of the hardship and for a period of sixty (60) days thereafter. The previous rental rate shall automatically be restored at the end of the sixty (60) days unless the tenant again demonstrates to the Commission that the hardship continues to exist. The Tenant must demonstrate efforts to the Commission that the hardship continues to exist. The tenant must demonstrate efforts to remedy the condition bringing about the hardship rent in order to have successive applications for hardship rent approved.**

**c. Retroactive Rent**

**If the Commission determines that the Tenant has misrepresented to the Commission the facts upon which his rent is based, resulting in the underpayment of rent, the Commission may, in addition to or in lieu of its other rights and remedies, including termination, charge and collect rent at the correct rent applied retroactively.**

**d. Verification of Information**

**Where feasible, third-party written verification or direct document review shall be the preferred method of verifying Tenant information, including Income, value of Assets, Medical Expenses, Child Care Expenses, Family composition, age, Disability, Handicap, Student Status, and displacement status. Third-party oral verification may be used if the tenant file is documented according to identification of all parties, the date, and the content of the information. All information must be verified as a condition of continued occupancy and the Head of Household and all other members of the Tenant Family must sign HUD-approved release forms and consent authorizing private and public agencies to furnish and release required information to the**

**Commission. Notarized statements or signed affidavits may be accepted when all other sources have been exhausted. They should not be accepted in lieu of other possible methods.**

**e. Timely Reporting Standards**

**Tenant must report changes within 10 calendar days of the occurrence in order for the report to be “in a timely manner”.**

**Decreases in tenant rent will be effective the first day of the month following the reported decrease. Increases in tenant rent will be effective the first day of the move-in anniversary month following the change in family circumstances.**

**The Housing Commission may not require clients to obtain a court order awarding legal custody of a child or children residing in one of its program units. In cases where one or more individuals (who have not obtained the age of 18 years) is domiciled with a HCAAC leaseholder who is not a parent or legal custodian, the resident will be required to provide the Housing Commission with the written permission of the child’s parent or other person having legal custody of the child. The written permission must state when the permission becomes effective and any end date if one is anticipated; and must be notarized by a licensed Notary in order to assure the signature is valid.**

**3. UNIT SIZE DETERMINATION**

**Assignments to Units are based on Family size and composition as discussed in Section V-A (3) of this Policy. If the Commission determines that the size of the Unit is no longer appropriate based on the Family composition, the Commission shall amend the lease and transfer the Tenant to a dwelling of appropriate size designated by the Commission, by written notice to the Tenant and allowing a reasonable time within which to move. Transfers due to changes in family composition shall take priority over the housing of persons from the applicant pool.**

**4. MISREPRESENTATION OF INFORMATION**

**If the Commission determines that the Tenant has knowingly misrepresented the facts upon which his or her rent or unit assignment is based, the Commission may, in addition to its right to charge retroactive rent or to refuse to adjust the Family composition and Unit size, terminate the lease and take possession of the Unit upon a thirty (30) day notice to Tenant unless the Tenant requests a grievance hearing on the proposed termination, in which case the grievance decision will determine the action or remedy.**

**F. TENANT'S RIGHT TO USE AND OCCUPANCY**

**As long as the lease is in effect, the Tenant shall have the right to the exclusive use and possession of the Unit as long as the dwelling is not used, or the Tenant does not permit it to be used, in violation of the terms and conditions of the lease. This restriction on the use and occupancy of the lease shall imply that neither Tenant nor members of the Tenant Family may sublease the dwelling to anyone else or permit persons not listed on the lease to occupy the dwelling in return for composition. It shall also imply**

that Tenant may not conduct a business from the premises or engage in any other activities which are in violation of building or housing codes as well as civil and criminal laws.

#### **G. THE COMMISSION'S OBLIGATIONS**

The Commission is specifically obligated by the lease to:

- 1. To maintain the dwelling and the project in a decent, safe, and sanitary condition;**
- 2. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;**
- 3. To make necessary repairs to the dwelling Unit;**
- 4. To keep project buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep in a clean and safe condition;**
- 5. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, (including elevators) supplied or required to be supplied by the Commission";**
- 6. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Tenant household) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by Tenant as required by the Lease;**
- 7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; and**
- 8. To notify Tenant of the specific grounds for any proposed adverse action by the PHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities. When the PHA is required to afford Tenant opportunity for a hearing under the PHA Grievance Procedure for a grievance concerning a proposed adverse action:**
  - 1) The notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a Notice of Lease Termination that complies with appropriate regulations shall constitute adequate notice of proposed adverse action.**
  - 2) In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until time to request such a hearing has expired or, if hearing was timely requested, the grievance process has been completed.**

Should the Tenant believe that the Commission has failed to conform to any or all of the above obligations; the Tenant may request a grievance hearing to seek corrective actions regarding the situation.

### **SECTION VII - TRANSFERS**

All residents are allowed to transfer if they meet the Tenant Transfer Policy criteria (see Appendix V).

### **SECTION VIII - TERMINATION OF RESIDENCY**

#### **A. VIOLATIONS OF THE LEASE**

- 1. Terminations and notices to vacate will occur in accordance with provisions of the resident's lease and state and local law.**
- 2. The Commission will terminate residency for:**
  - a. Material noncompliance with the terms of the lease;**
  - b. Material failure to carry out obligations under any Federal Rule and Regulation, State of Maryland Landlord and Tenant Act; or**
  - c. Other good cause which includes but is not limited to resident's refusal to accept the Commission's proposed change to the lease. Termination for "other good cause" may only be effective at the end of any initial or successive term.**
  - d. An act of domestic violence, dating violence, or stalking by a family member. The Commission reserves the right to evaluate the situation and possibly terminate the tenancy of the offending family member without terminating the assistance of the victimized, lawful occupants.**
  - e. Illegal use of a controlled substance or;**
  - f. Pattern of illegal use of a controlled substance that is determined to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.**

#### **B. EVICTIONS**

- 1. All evictions will be conducted in accordance with state and local law and the resident's lease.**
- 2. Property Managers will inform the resident of the lease violation; the consequence of continuing to violate the lease; and the date, time, and location for informal hearings, as appropriate. The resident may bring interested**

parties to informal hearings. Property Managers may ask the Supervisor of Property Management to attend the informal hearings.

3. Property Managers will prepare written summaries of the informal hearings and provide the resident with copies.
4. In appropriate cases, Property Managers will enter into a repayment agreement with the resident.
  - a. If an agreement is reached for the payment of outstanding debts owed to the Commission, both parties will execute a standard form agreement to be approved by the Supervisor of Property Management. If the agreement is broken by the resident, the Commission may proceed to court as stipulated in the agreement for judgment against the resident and may repossess the unit.
  - b. If a satisfactory agreement is not reached for the payment of outstanding debts, the Commission may proceed to issue a thirty (30) day Notice to Vacate. This shall not, however, constitute a waiver of the resident's right to grieve the Commission's action or contest the action in an appropriate judicial proceeding.
5. A written thirty (30) day Notice to Vacate will be sent to the resident.
  - a. The notice will specify that if the resident fails to vacate the premises within the applicable statutory period or on the termination date stated in the notice, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorney fees.

#### **C. OVER INCOME RESIDENCY**

The Commission will terminate residency of a family should the annual income exceed 120% of median income, published in that year by HUD for that family size. The Commission will;

1. Provide the family a twenty-four (24) month notice period prior to acting upon such termination, and
2. Should the family income fall below the 120% threshold during said period, as established by HUD, the notice will be rescinded.
3. Families over the income limits who have a valid contract for participation in a Family Self-Sufficiency (FSS) program would not be subject to eviction or termination of tenancy.
4. If a family is currently receiving the earned income disallowance would not be subject to eviction or termination of tenancy.

The Commission will modify this section based on final rulemaking by the Department of Housing and Urban Development.

#### **D. APPEALS AND GRIEVANCE PROCEDURE**

**All residents and applicants have the right to appeal decisions or actions of the Housing Commission of Anne Arundel County through application of the Grievance Procedure.**

### **SECTION IX – PETS**

**Residents living in public housing may keep a pet on the premises if they have executed a special Addendum to the Lease for pets and adhere to the provisions of the adopted pet addendum (see Appendix VI).**



# **APPENDIX**

- I. DEFINITIONS**
- II. INCOME GUIDELINES**
- III. GRIEVANCE PROCEDURES**
- IV. DWELLING LEASE**
- V. TENANT TRANSFER POLICY**
- VI. PET POLICY**
- VII. LEASE VIOLATION PROCEDURES**
- VIII. REASONABLE ACCOMODATION POLICY**
- IX. NON-SMOKING POLICY**
- X. VIOLENCE AGAINST WOMEN ACT**

# **APPENDIX I**

## **DEFINITIONS**

**ACC - Annual contributions contract.**

**ADJUSTED INCOME - Annual Income less the following allowances, determined in accordance with HUD instructions:**

- (a) \$480 for each Dependent;**
- (b) \$400 for any Elderly Family;**
- (c) For any Family that is not an Elderly Family but has a Disabled member other than the head of household or spouse, Disabled Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older as a result of the assistance to the Disabled Person;**
- (d) For any Elderly Family**
  - (1) That has no Disabled Assistance Expenses, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed three percent of Annual Income;**
  - (2) That has Disabled Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Disabled Assistance Expenses computed in accordance with paragraph (c) of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses;**
  - (3) That has Disabled Assistance Expenses that are less than three percent of Annual Income, an allowance for combined Disabled Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and**
- (e) (1) Child care expenses; or (2) in the case of families assisted by Indian housing authorities, the greater of (i) child care expenses, or (ii) excessive travel expenses, not to exceed \$25 per family per week, for employment or education related travel.**

**ADULT - A person who is at least 18 years old.**

**ANNUAL CONTRIBUTIONS CONTRACT (ACC) - A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.**

**ANNUAL INCOME:**

- (a) Annual Income is the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income as provided in paragraph (c) of this section.**

- (b) Annual Income includes, but is not limited to:**
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.**
  - (2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;**
  - (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;**
  - (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment (but see paragraph (c) (13) of this section);**
  - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see paragraph (c)(3) of this section);**
  - (6) Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:
    - (i) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus**
    - (ii) The maximum amount that the Welfare Assistance agency could in fact allow the Family for shelter and utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (b)(6)(ii) shall be the amount resulting from one application of the percentage;****
  - (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;**
  - (8) All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph (c)(7) of this section); and**

- (C) **Annual income does not include the following:**
- (1) **Income from employment of children (including foster children) under the age of 18 years;**
  - (2) **Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);**
  - (3) **Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (b)(5) of this section);**
  - (4) **Amounts received by the Family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;**
  - (5) **Income of a live-in Aide. A person who resides with an Elderly, Disabled Person or Persons and who--**
    - (a) **Is determined to be essential to the care and well-being of the Person(s);**
    - (b) **Is not obligated for the support of the Person(s); and**
    - (c) **Would not be living in the unit except to provide the necessary supportive services.**
  - (6) **The full amount of student financial assistance paid directly to the student or to the educational institution;**
  - (7) **The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;**
  - (8)
    - (i) **Amounts received under training programs funded by HUD;**
    - (ii) **Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);**
    - (iii) **Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;**
    - (iv) **A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend using the same period of time; or**
    - (v) **Compensation from State or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;**
  - (9) **Temporary, nonrecurring or sporadic income (including gifts);**
  - (10) **For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign**

- government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
  - (12) Adoption assistance payments in excess of \$480 per adopted child;
  - (13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
  - (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
  - (15) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  - (16) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published in the FEDERAL REGISTER and distributed to PHA's and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
- (d) If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.
- (e) Any family receiving the reparation payments referred to in paragraph (c) (10) of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

**APPLICANT (Applicant Family) - A family that has applied for admission to a program, but is not yet a participant in the program.**

**ASSETS - The value in equity in real property, savings, stocks, bonds, checking and other forms of capital investments (the value of necessary minimal items of personal property such as furniture and automobile is not to be considered as assets).**

**BUDGET AUTHORITY - An amount authorized and appropriated by the Congress for payment to HA's under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.**

**CHILD CARE EXPENSES – Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.**

**CO-HABITANTS - Two (2) or more persons of the opposite sex who, at the time of application, have been living together as a family in a stable relationship.**

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT (Consolidated ACC)**

**(a) NATURE OF ACC**

- (1) An annual contribution contract (ACC) is a written contract between HUD and an HA. Under the ACC, HUD agrees to make payments to the HA, over a specified term, for housing assistance payments to owners and for the HA administrative fee. The ACC specifies the maximum annual payment by HUD, and the maximum payment over the ACC term. The HA agrees to administer the program in accordance with HUD regulations and requirements.**
- (2) HUD's commitment to make payments for each funding increment in the HA program constitutes a separate ACC. However, commitments for all the funding increments in an HA program are listed in one consolidated contractual document called the consolidated annual contributions contract (consolidated ACC). A single consolidated ACC covers funding for the HA certificate program and voucher program.**

**(b) BUDGET AUTHORITY AND CONTRACT AUTHORITY**

- (1) Budget authority is the maximum amount that may be paid by HUD to an HA over the ACC term of a funding increment. Contract authority is the maximum annual payment for the funding increment. Budget authority for a funding increment is equal to contract authority times the number of years in the increment term. Before adding a funding increment to the consolidated ACC for an HA program, HUD reserves budget authority from amounts authorized and appropriated by the Congress for the program.**
- (2) For each funding increment, the ACC specifies the initial term over which HUD will make payments for the HA program, and the contract authority and budget authority for the funding increment. For a given HA fiscal year, the amount of HUD's maximum annual payment for the HA program equals the sum of the contract authority for all of the funding increments under the consolidated ACC. However, this maximum amount does not include contract authority for an expired funding increment. If the term of a funding increment expires during the HA fiscal year, this maximum amount only includes the pro-rata portion of contract authority for the portion of the HA fiscal year prior to expiration. (Additional payments may be made from the ACC reserve account described in 24 CFR 982.154.) However, the amount to be paid must be approved by HUD, and may be less than the maximum payment.**

**CONTIGUOUS MSA - In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial**

**CONTINUOUSLY ASSISTED – An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act Program when the family is admitted to the certificate or voucher program.**

**CSA – Categorizes marijuana as a Schedule 1 substance and therefore the manufacture or distribution possession of marijuana is a federal criminal offense.**

**DEPENDENT - A member of the Tenant Household (excluding foster children) other than the Head of Household or Spouse, who is under 18 years of age or is a Disabled Person or is a Full-time Student.**

**DISABLED FAMILY** - A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

**DISPLACED PERSON** - A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**DOMICILE** - The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY** - Term means:

- (1) Drug-trafficking; or
- (2) Illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**DRUG-TRAFFICKING** - The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ELDERLY FAMILY** – A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

**ELDERLY PERSON** - A person who is at least 62 years of age.

## **ELIGIBILITY**

- (a) **WHEN APPLICANT IS ELIGIBLE: GENERAL** - The HA may only admit an eligible family to a program. To be eligible, the applicant must be a family, must be income-eligible, and must be a citizen or a non-citizen who has eligible immigration status as determined in accordance with 24 CFR part 5.
- (b) **INCOME**
  - (1) To be income eligible, the family must be either:
    - (i) A very low-income family; or
    - (ii) A low-income family in any of the following categories:
      - (A) A low-income family that is continuously assisted under the 1937 Housing Act.
      - (B) A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.
      - (C) A low-income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Home ownership) or HOPE 2 (HOPE for Home ownership of Multifamily Units) project.
      - (D) A low-income non-purchasing family residing in a project subject to a Home ownership program under 24 CFR 248.173.
      - (E) A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

- (F) For the certificate program only, a low-income family residing in a HUD-owned multifamily rental housing project when HUD sells, forecloses or demolishes the project.
  - (2) The HA determines whether the family is income-eligible by comparing the family's annual income (gross income) with the HUD-established very low-income limit or low-income limit for the area. The applicable income limit for issuance of a certificate or voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the HA jurisdiction. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program. The family may only use the certificate or voucher to rent a unit in an area where the family is income eligible at admission to the program.
- (d) **CONTINUOUSLY ASSISTED**
- (1) An applicant is continuously assisted under the 1937 Housing Act if this family is already receiving assistance under any 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.
  - (2) The HA must establish policies concerning whether and to what extent a brief interruption between assistance under one of these programs and admission to the certificate or voucher program will be considered to break continuity of assistance under the 1937 Housing Act.

**EXCESS UTILITIES** - The amount of Utilities consumption in excess of a reasonable allowance based on the history of Utility use by families in Units of similar size and construction.

**EXTERMELY LOW-INCOME FAMILY** – A Family whose annual income does not exceed the higher of 30 percent of the area median income or the federal poverty level. 24 CFR 960.102.

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

- (1) A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- (2) An elderly family;
- (3) A near-elderly family;
- (4) A disabled family;
- (5) A displaced family;
- (6) The remaining member of a tenant family; and
- (7) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM)** - The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services (42 U.S.C. 1437u).



**FAMILY UNIT SIZE** - The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.

**FIXED INCOME SOURCE** - A family member 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; or
- (4) Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.

**FOSTER CHILDREN** - Minors who have been placed in a household by a Court of public or private nonprofit child-placing agency for their care and maintenance.

**FSS PROGRAM** - Family self-sufficiency program.

**FULL-TIME STUDENT** - A person who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended and who is making satisfactory progress toward a terminal degree at such institution. An Educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**HA** – Housing Agency.

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

**HOUSING AGENCY (HA)** - A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian Housing Commission (IHA). (PHA and HA mean the same thing.)

**HOUSING QUALITY STANDARDS (HQS)** - The HUD minimum quality standards for housing assisted under the tenant-based programs. See 24 CFR 982.401 for specifics.

**HQS** - Housing Quality Standards.

**JURISDICTION** - The area in which the HA has authority under State and local law to administer the program.

**LESSEE** - Member(s) of the Resident's family who must sign the lease in order for it to be legal and binding. The lessee must be at least 18 years of age.

**LIVE-IN AIDE** – A person who resides 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 persons;
- (2) Is not obligated for the support of the persons; and
- (3) Would not be living in the unit except to provide the necessary supportive services.

**LOW-INCOME FAMILY** - A Family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes. Section 24 CFR 982.201(b) described when a low-income family is income-eligible for admission to the certificate or voucher program).

**MANAGEMENT** - Agents, employees, or contractors of the Anne Arundel County Housing Commission.

**MAXIMUM ASSET LIMIT** - The maximum dollar amount of assets above which the Family would not qualify for government assisted housing. The dollar amount which is:

- (1) for an Elderly Family, four times the applicable annual Maximum Income Limit for the Family, and
- (2) for any other Family, three times the applicable annual Maximum Income Limit for the Family.

**MAXIMUM INCOME LIMITS** - The dollar amounts established by HUD for families of various sizes as the maximum allowable Net Family Income for eligibility according to the criteria for Low Income Families and Very Low Income Families, as set forth in Appendix D.

**MEDICAL EXPENSES** - Those Medical Expenses, including medical insurance and premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance.

**MINOR** - A person who is less than 18 years old.

**MONTHLY ADJUSTED INCOME** - One-twelfth of Adjusted Income.

**MONTHLY INCOME** - One-twelfth of Annual Income.

**MSA** - Metropolitan statistical area.

**NEAR ELDERLY FAMILY** - A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**NOFA** – Notice of funding availability.

**NET FAMILY ASSETS** - The value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD ownership

programs and necessary items of personal property (such as household furniture and automobiles). Assets include:

- (1) Checking and savings accounts;
- (2) Land and buildings;
- (3) Stock and bonds;
- (4) The value of any assets disposed of by an Applicant or Tenant Family during the two (2) years preceding the date of Application (or Re-examination).

**1937 HOUSING ACT - The United States Housing Act of 1937 (42 U.S.C. 1437 and following sections). The HUD tenant-based program is authorized by Section 8 of the 1937 Housing Act (42 U.S.C. 1437f).**

**1937 HOUSING ACT PROGRAM - Any of the following programs:**

- (1) The public housing program or Indian housing program.
- (2) Any program assisted under Section 8 of the 1937 Act (42 U.S.C. 1437f) (including assistance under a Section 8 tenant-based or project-based program).
- (3) The Section 23 leased housing program.
- (4) The Section 23 housing assistance payments program. (Section 23" means Section 23 of the United States Housing Act of 1937 before enactment of the Housing and Community Development Act of 1974.)

**NOTICE OF FUNDING AVAILABILITY (NOFA) - For funding (contract or budget authority) that HUD distributes by competitive process, HUD headquarters invites HA applications by publishing a NOFA in the FEDERAL REGISTER. The NOFA explains how to apply for assistance, and the criteria for awarding the funding.**

**PARTICIPANT (Participant Family) - A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (first day of initial lease term).**

**PERSON WITH DISABILITIES (Disabled Family) -**

- (1) Means a person who:
  - (i) Has a disability, as defined in 42 U.S.C. 423;
  - (ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
    - (A) Is expected to be of long-continued and indefinite duration;
    - (B) Substantially impedes his or her ability to live independently, and
    - (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - (iii) Has a developmental disability as defined in 42 U.S.C. 6001.
- (2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- (3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- (4) Means "individual with handicaps", as defined in Sec. 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**PHA - Public housing agency. (Public housing agency and housing agency mean the same thing.) A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian housing authority (IHA). (PHA and HA mean the same thing.)**

**PREMISES - The building or complex in which the dwelling unit is located, including common areas and grounds.**

**PUBLIC HOUSING AGENCY (PHA) - A Housing Agency (HA).**

**QHWRA – Quality Housing Work Responsibility Act - Owners of federally assisted housing are required to deny admission to any household with a member who the owner determines is, at the time of application for admission, illegally using a controlled substance.**

**RE-EXAMINATION DATE - The anniversary date from which the Tenant Family leased the Unit from the Commission.**

**REMAINING MEMBER OF A TENANT FAMILY - A member of a Tenant Family who was listed on the lease and occupying the Unit at the time of the involuntary absence of the Head of Household and who is capable of living independently. The status of Remaining Member of a Tenant Family does not include persons granted conditional or temporary residency for the care and well-being of one or more members of an Elderly Family nor does it include foster children or other persons granted temporary residence for their care and maintenance.**

**RESIDENT/TENANT - Any member of a Tenant Family who is listed on Tenant’s lease and has been approved to occupy the leased Unit by the Commission.**

**SECONDARY WAGE EARNER - The Spouse, where both the Head of Household and the Spouse are gainfully employed.**

**SPECIAL ADMISSION - Admission of an applicant that is not on the HA waiting list, or without considering the applicants waiting list position.**

**SPOUSE - The husband or wife of the Head of Household.**

**TENANT - The person or persons (other than a live-in aide) who executes the lease as leases of the dwelling unit.**

**TENANT FAMILY - The Head of Household and all members of that Family who are listed on the Dwelling lease at the time of admission or who have been added to the lease and approved by the Commission subsequent to occupancy of the Unit.**

**TENANT RENT - The amount payable monthly by the Family as rent to the Commission for use of the dwelling accommodation and equipment (such as ranges and refrigerators, but not including furniture), services, and reasonable quantities of utilities determined in accord with the Commission’s schedule of allowances for utilities supplied by the development. Where all utilities (except telephone) and other essential housing services are supplied, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are**

not supplied and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

**TOTAL TENANT PAYMENT** - The portion of the Gross Rent payable by an eligible Family participating in a program covered by this part, determined in accordance with the following:

Total tenant payment for families whose initial lease is effective on or after August 1, 1982. Total Tenant payment shall be the highest of the following, rounded to the nearest dollar:

- (1) 30 percent of Monthly Adjusted Income;
- (2) 10 percent of Monthly Income; or
- (3) If the Family receives Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the Family's actual housing costs, is specifically designed by such agency to meet the Family's housing costs, the monthly portion of such payments which is so designated. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (a)(3) shall be the amount resulting from one application of the percentage.

**UNIT - Dwelling unit.**

**UNITED STATE HOUSING ACT OF 1937 (1937 Housing Act)** - The basic law that authorizes the public and Indian housing programs, and the Section 8 programs. (42.S.C. 1437 and following sections.)

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

**VIOLENT CRIMINAL ACTIVITY** - Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**WAITING LIST ADMISSION** - An admission from the HA waiting list.

**WELFARE ASSISTANCE** - Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly by Federal, State or Local governments.

# APPENDIX II

## INCOME GUIDELINES

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
<b>Extremely Low Income</b>	18550	21200	23850	26500	28650	32570	36730	40890
<b>Very Low Income</b>	30950	35400	39800	44200	47750	51300	54850	58350
<b>Low Income</b>	46100	52650	59250	65800	71100	76350	81600	86900

# **APPENDIX III**

## **GRIEVANCE PROCEDURES**

### **I. DEFINITION APPLICABLE TO THE GRIEVANCE PROCEDURE**

- A. **GRIEVANCE:** Any dispute which a Tenant may have with respect to a Commission action or failure to act in accordance with the individual Tenant's lease or Commission regulations which adversely affects the individual Tenant's rights, duties, welfare, or status.
- B. **COMPLAINANT:** Any Tenant (as defined below) whose grievance is presented to the Commission (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 the Commission, 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 of the merits.
- D. **HEARING OFFICER:** A person selected in accordance with 24CFR § 966.55 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 the Commission 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.

### **II. APPLICABILITY OF THIS GRIEVANCE PROCEDURE**

In accordance with the applicable Federal regulation (24CFR § 966.50) this grievance

procedure shall be applicable to all individual grievances (as defined in Section I above) between Tenant and the Anne Arundel County Housing Commission hereinafter referred to as "PHA" with the following two exceptions:

- A. Because HUD has issued a due process determination that the law of the State of Maryland required that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, 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 the PHA, or
  - 2. Any drug-related criminal activity on or near such premises.
- B. The PHA grievance procedure shall not be applicable to disputes between Tenants not involving the PHA 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 PHA's Board of Commissioners.

This grievance procedure is incorporated by reference in all Tenant dwelling leases.

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to Tenants, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the PHA before any revisions are made to the grievance procedure.

**C. ESCROW DEPOSIT REQUIRED FOR A HEARING INVOLVING RENT**

Before a hearing is scheduled in any grievance involving the amount of rent which the PHA claims is due under this lease, the complainant shall pay to the PHA or its attorney an amount equal to the rent and other amounts 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 due in an escrow account monthly until the complaint is resolved by decision of the hearing officer. The PHA acknowledges that should the rent be zero monthly that the other amounts due are still payable.

**III. INFORMAL SETTLEMENT OF A GRIEVANCE**

Any grievance may be personally presented orally or in writing, to the PHA's central office or the Management office of the development in which the complainant resides **within ten (10) business days of the date that is on the letter**. Grievances received by the PHA's central office will be referred to the person responsible for the management of the development in which the complainant resides.

As soon as the grievance is received, it will be reviewed by the management office of the



development to be certain that neither of the exclusions in paragraphs I I.A or II.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 the PHA's grievance procedure, with the reason therefor.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten (10) business days** to meet so the grievance may be discussed informally and settled without a formal hearing. At the informal hearing, the complainant will present the grievance and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

**Within five (5) business days** following the informal hearing, the PHA shall prepare and either give or mail to Tenant a notice of determination that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint, and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this notice of determination shall also be placed in Tenant's file.

#### **IV. FORMAL GRIEVANCE HEARING**

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant may personally present orally or in writing a request for a hearing to the Management office of the development where Tenant resides **no later than five (5) business days of the date of the notice of determination of the informal hearing**. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion.

The written request shall specify:

- The reason for the grievance;
- The action of relief sought from the PHA; and
- Several dates and times **in the following ten (10) business days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the PHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, PHA and the hearing officer **in most instances no later than ten (10) business days** after the PHA received the complainant's request.

If the complainant fails to request a hearing within five business days after receiving the notice of determination of the informal hearing; the PHA's decision rendered at the informal hearing becomes final and the PHA 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.

Failure to request a grievance hearing does not affect the complainant's right to contest the PHA's decision in a court hearing.

## **V. SELECTING THE HEARING OFFICER**

A grievance hearing shall be conducted by an impartial person or persons appointed by the PHA to sit as the hearing officer. The Housing Commission will solicit qualified applicants from professional individuals or firms to conduct grievances requested by residents in the Commission's federally assisted housing programs.

The Hearing Officer will be under contract with the Housing Commission based upon the federal procurement process.

A. Once a potential hearing officers is selected by the PHA, the PHA will consult with the resident organizations. Written comments from the organizations shall be considered by the PHA before they are appointed as hearing officer.

B. When the comments from resident organizations have been received and considered, the nominees will be informed that they are the PHA's official grievance hearing members. The PHA will subsequently contact panel members in random order to request their participation as hearing panel members or hearing officers.

## **VI. ESCROW DEPOSIT REQUIRED FOR A HEARING INVOLVING RENT**

Before a hearing is scheduled in any grievance involving the amount of rent which the PHA claims is due under this lease, the complainant shall pay to the PHA 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.

## **VII. SCHEDULING HEARINGS**

When a complainant submits a timely request for a grievance hearing, the PHA will schedule the hearing within the following ten (10) business days on one of the dates and times indicated by the complainant.

Once the hearing officer has agreed upon the hearing date and time, the complainant, and the manager of the development in which the complainant resides, shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested. One postponement may be granted for good cause and if proper notice was followed.

The written notice will specify the time, place, and procedures governing the hearing.

## **VIII. PROCEDURES GOVERNING THE HEARING**

The hearing shall be held before a hearing officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing. Hearings will not be delayed to allow for review of documents, the request must be presented in advance.

The Tenant shall be allowed to copy any such document at the Tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

HCAAC has the right to examine documents that will be presented by Tenant, counsel or other person chosen as Tenant's representative prior to the hearing.

- B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the PHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the PHA or project management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing.

The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in Tenant's favor in another proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.

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.

The hearing officer shall require the PHA, the complainant, counsel and other participants, or spectators to conduct themselves in an orderly fashion. Failure to comply with the directs 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. The complainant or the PHA may arrange in advance, and at expense of the party making the arrangement, for the recording of and a transcript of the hearing. Any interested party may purchase a copy of such transcript.

Upon actual or constructive knowledge by the PHA of a disability by the tenant/applicant the PHA must provide reasonable accommodation for person with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format.

The Hearing Officer is responsible for conducting fair hearings and rendering fair and reasonable decisions based upon the evidence introduced at each hearing as it applies to the law and HCAAC's Admission and Continued Occupancy Policy.

#### **IX. FAILURE TO APPEAR AT THE HEARING**

If the complainant or the PHA fails to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing to a date within the next **five (5) business days**, or may make a determination that the party has waived their right to a hearing.

Both the complainant and the PHA shall be notified in writing of the determination by the hearing officer. A determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in court.

#### **X. DECISION OF THE HEARING OFFICER**

The hearing officer shall prepare a written decision, with the reasons for the decision **within ten (10) business days** after the hearing. A copy of the decision shall be sent to the complainant and the PHA.

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

The decision of the hearing officer shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA's Board of Commissioners determines otherwise within ten business days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.

- B. The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulation, or requirements of the annual contributions contract between HUD and the PHA.
  
- C. A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later.

# APPENDIX IV

## HOUSING COMMISSION OF ANNE ARUNDEL COUNTY RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is executed between the Housing Commission of Anne Arundel County (herein called "PHA"), and \_\_\_\_\_ (herein called "tenant"), and becomes effective \_\_\_\_\_

1. UNIT. The PHA, relying upon the representations of Tenant as to Tenant's income, household composition, and housing need, leased to Tenant (upon Terms and Conditions set forth in this Lease Agreement) the dwelling unit LOCATED at

\_\_\_\_\_  
(STREET ADDRESS) (APT. #) (CITY) (ZIP CODE)  
hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household.

2. HOUSEHOLD COMPOSITION. The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse, each household member should be listed by age, oldest to youngest.)

NAME	RELATIONSHIP	SOCIAL SECURITY #	AGE & BIRTHDATE

**I. DESCRIPTION OF THE PARTIES AND PREMISES**

- A. The PHA, using data provided by Tenant about income, household composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") subject to the terms and conditions contained in this Lease.
- B. Premises must be used only as a private residence, solely for Tenant and the household members named in the Lease. The PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the PHA's policy on such activities.
- C. Any additions to the household members named on the lease, including Live-in Aides and foster children, except for natural births, adoptions and court-awarded custody, require the advance written approval of the PHA, all others require prompt notification to the PHA. Such approval will be granted only if the new household members pass the PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for the PHA's approval before allowing an additional person to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the PHA may terminate the lease in accordance with Section XIII.

- D. Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to the PHA in writing, within 10 calendar days of the occurrence.

## **II. LEASE TERM AND AMOUNT OF RENT**

- A. Unless otherwise modified or terminated in accordance with Section XII, this lease shall automatically be renewed for successive terms of one (1) calendar year. Notwithstanding that this is a one-year lease, a Tenant who violates the terms and conditions of this Lease agrees to surrender possession upon thirty (30) days prior written notice, subject to all requirements and rights under the Admissions and Occupancy Policy and/or the Code of Federal Regulation, except where a shorter notice is permitted by law, as in the case of non-payment of rent.
- B. Rent stated in this Lease in the amount of \_\_\_\_\_ per month shall remain in effect unless adjusted by the PHA in accordance with Section VI herein.
- C. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with the PHA's Admissions and Occupancy Policy.
- D. Rent is DUE and PAYABLE in advance on the first day of each month. Rent may include utilities as described in Section V below, and includes all maintenance services due to normal wear and tear.
- E. When the PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, the PHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PHA. If Tenant asks for an explanation, the PHA shall respond in a reasonable time.

## **III. OTHER CHARGES**

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amount of other charges are specified in this Lease Agreement. Other charges can include:

- A. **MAINTENANCE COSTS** - The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members, or by guests. When the PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work.
- B. **EXCESS UTILITY CHARGES** - At developments where utilities are provided by the PHA, a charge shall be assessed for excess utility consumption due to the operation of major Tenant-supplied appliances. This charge does not apply to Tenant(s) who pay their utilities directly to a utility supplier.
- C. **AIR CONDITIONERS** - Installation charges for Tenant-supplied air conditioners.
- D. **LATE CHARGES** - A charge equal to five (5) percent of the late rental payment, not to exceed \$10, for rent paid after the tenth calendar day of the month.
- E. **COURT COSTS/LEGAL FEES AND COSTS** - This section refers to all costs associated with the bringing of any legal action arising under this Lease and/or the enforcement of any lease term, including but not limited to court fees, service of process fees, and/or attorneys' fees and costs including expert fees engaged for purposes of litigation. In the event legal action does not proceed to judgment, but is resolved by the parties after initiation of suit, but before judgment, Landlord specifically reserves its right to seek an award of as well as collect any award of court costs, attorney's fees and costs, as well as pre-judgment interest in any action against Tenant under this lease agreement. This provision is not intended to provide recovery even if Landlord is unsuccessful but is intended to make Landlord whole for its costs incurred in actions such as Failure to Pay Rent suits, when Tenant satisfies the rent due after a case is filed but prior to entry of judgment. The fees will not be charged against a Tenant until the Court has entered a verdict in the PHA's favor or after PHA files suit and the Tenant resolves the suit by settling the claim prior to judgment, such as by paying any outstanding rent or other charges due to avoid judgment in a breach of contract action. Tenant maintains a right to timely grieve any assessed fee with which Tenant disagrees and/or to take any judicial remedy to which Tenant may be legally entitled.

The PHA shall provide written notice of the amount of any charge, in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after HCAAC provides Tenant written notice of the charge. In accordance with Tenant's rights as set forth elsewhere in this Lease and under Federal Regulations, the Tenant has the right to challenge the charges described herein in accordance with a timely filed grievance and/or to take any judicial remedy to which Tenant may be legally entitled.

**IV. SECURITY DEPOSIT**

- A. **TENANT RESPONSIBILITIES:** Tenant agrees to pay an amount equal to the greater of \$50 or one month's Total Tenant Payment. The dollar amount of the security deposit is noted in this Lease Agreement.
- B. **PHA's RESPONSIBILITIES:** The PHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members, or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until after Tenant has vacated, and the dwelling unit has been inspected by the Property Manager or designee on behalf of the PHA.

The return of a security deposit shall occur within thirty (30) days after Tenant moves out. The PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the PHA with a forwarding address. If any deductions are made, the PHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. Tenant and the PHA agree to comply with the requirements of Section 8-203 of the Real Property Articles of the Annotated Code of Maryland.

**V. UTILITIES AND APPLIANCES**

This Lease provides for certain utilities to be paid by  PHA  Tenant.

As part of the rent, the PHA will supply water and sewer service.

- A. **PHA SUPPLIED UTILITIES -** The PHA will supply reasonable quantities of electricity, natural gas, and heating fuel. The PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

The PHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the PHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the schedule posted in the Housing Manager's office.

- B. **TENANT PAID UTILITIES -** If Tenant resides in a development where the PHA does not supply electricity, natural gas, heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the PHA will pay a Utility Reimbursement to the utility supplier for Tenant each month.

The PHA may change the Allowance at any time during the term of the Lease, and shall give Tenant sixty (60) days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill EXCEEDS the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.



- C. **TENANT RESPONSIBILITIES** - Tenant agrees not to waste the utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

## VI. ***TERMS AND CONDITIONS***

The following terms and conditions of occupancy are made a part of the Lease:

- A. **USE AND OCCUPANCY OF DWELLING** - Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease. With the prior written consent of the PHA, members of the household may engage in legal profit-making activities in the dwelling unit.

This provision permits reasonable overnight accommodation of Tenant's long-term guests or visitors for a period not exceeding fourteen (14) days each year. This limitation shall not apply to the visitation of a minor child with the Tenant, who is a non-custodial parent, provided said child is not engaged in drug related or criminal activity, as set forth and defined in other provisions in this lease, and further provided that the non-custodial parent Tenant gives prompt notice to the PHA by providing, in writing a copy of a custody agreement, court order, or a statement of visitation terms where there is an informal agreement between the parents. Permission may be granted, upon written request to the Property Manager, for an extension of this provision. Consideration will be given to extenuating circumstances with prior approval from management.

- B. **ABILITY TO COMPLY WITH LEASE TERMS** - If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and the PHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease; THEN, The PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and terminate Tenant's Lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with Lease terms.

- C. **REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY** - The rent amount as fixed in the Lease Agreement is due each month until changed as described below:

1. All families, without fixed sources of income, (includes all adult members) will be scheduled for recertification interviews to provide information on income, assets, allowances, deductions and family composition at least annually (except those families with fixed sources of income) and in accordance with Section 960.257 of the Federal Regulations. (See Verification Procedures)
2. All families (includes all adult members) with fixed sources of income will be scheduled for recertification interviews to provide information on income, assets, allowances, deductions and family composition at least once every three (3) years (triennially) and in accordance with 24CFR 5.567(d) of the Federal Regulations.

"Family member with a fixed source of income" is defined as a family member 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; or
- (4) Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.

In accordance with 24CFR 5.567(d), HCAAC may by means of a streamline income determination allow families, who self-certify as having fixed sources of income, to complete recertifications once every three (3) years. Eligible families are families who have an income, as of their most recent review, of which 90 percent or more consists of fixed-income.

HCAAC must use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount and, must obtain third-party verification of other income amounts in order to calculate the change in income for the source.

- a. For any family member whose income is determined pursuant to a streamlined income determination, HCAAC must obtain third-party verification of all fixed-income amounts every three (3) years. Other income for each family member must be determined at least annually. The reexamination of family circumstances is coordinated with the anniversary date and inspection of the premises Reexaminations are started 90 days prior to the anniversary date to assure sufficient time to conclude this process.
  - b. The Commission shall verify all information submitted by the Tenant. To assist in the verification process, the Head of Household and any working adult members of the Tenant's Family shall sign release of information forms necessary to accurately verify the source, amount, and permanence of income. Copies of enrollment forms and transcripts may be required to document the status of full-time students for persons 18 years and older.
  - c. If, as a result of the Annual Reexamination, the Commission determines that Tenant's rent should be adjusted, the Commission will give Tenant 30-day Notice of Proposed Rent Adjustment. The adjustment shall become effective on the date stated in the Notice unless the tenant requests a grievance hearing on the proposed adjustment based on the manner in which the rent was determined.
  - d. The rent established at admission or the last reexamination date shall remain in effect between regular rent determination dates unless modified through an interim adjustment.
  - e. This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the on-site Management Office. A copy of the policies can be furnished on request at the expense of the person making the request.
  - f. Failure to supply such information when requested is a serious violation of the terms of the Lease, and the PHA may terminate the Lease.
3. Rent will not change during the period between regular re-examinations, UNLESS during such period:
- a. A person with income joins the household.
  - b. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. Failure to report for re-certification for public assistance, not complying with job placement or other requirements of public assistance program without a valid reason will not be grounds for a reduction in rent. Any approved rent reduction will result in changing a flat rent to an income based rent.
  - c. If it is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The PHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
  - d. Rent formulas or procedures are changed by Federal law or regulation.
  - e. The earned income disallowance encourages participant self-sufficiency by rewarding certain residents who go to work or have increased earnings. During the first twelve (12) calendar month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family an increase in income of the family member as a result of employment over prior income of that family member. After the first calendar twelve (12) month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to beginning of such employment. The disallowance is limited to a lifetime twenty-four (24) month period for a qualifying family member; at the end of the twenty-four (24) months, the disallowance ends regardless of how many months were used.

A qualified family is defined as a family residing in housing assisted under the Public Housing

- a. Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- b. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- c. Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-To-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-provided that the total amount over a six-month period is at least \$500.

Disallowance of increase in annual income

Initial twelve (12) month exclusion - During the cumulative twelve (12) month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, HCAAC will exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

Second twelve month exclusion and phase-in - During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, HCAAC will exclude from annual income of a qualified family fifty (50%) percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

Maximum twenty-four disallowance - The disallowance of increased income of an individual family member who is a person with disabilities as provided above is limited to a lifetime twenty-four (24) month period. This section only allows for a maximum of twelve months for the initial exclusion and a maximum of twelve months for the second twelve (12) month exclusion.

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

- f. A change in family composition as set forth in section 4 below.

- 4. All changes in household composition and income must be reported in writing to the Property Manager within ten (10) calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent charge.
- 5. The Lease **WILL NOT** be revised to permit a change of household composition resulting from a request to allow an adult to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant **AND** it does not disqualify the household for the size unit it is currently occupying.
- 6. **Mixed Families** -A family that contains some member that is eligible for assistance and some members that are ineligible for assistance. The family may be subject to prorated rent under the Noncitizens Rule.

Under this rule, the PHA must complete the following steps:

- 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."
5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of this calculation is the "eligible subsidy."
6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family's TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP.

This method of prorating assistance applies to new admissions and annual reexaminations after the effective date of the regulation.

#### D. OVER INCOME RESIDENCY

The Commission will terminate residency of a family should the annual income exceed 120% of median income, published in that year by HUD for that family size. The Commission will;

1. Provide the family a twenty-four (24) month notice period prior to acting upon such termination, and
2. Should the family income fall below the 120% threshold during said period, as established in that period by HUD, the notice will be rescinded.
3. Families over the income limits who have a valid contract for participation in a Family Self-Sufficiency (FSS) program would not be subject to eviction or termination of tenancy.
4. If a family is currently receiving the earned income disallowance would not be subject to eviction or termination of tenancy.

#### E. RENT ADJUSTMENTS - Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified in Section VII, part C, subsection 4 above.
2. In the case of a rent increase, when an increase in income occurs and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the move-in anniversary month following the change in family circumstances.
3. In the case of a rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

#### F. TRANSFERS

1. Tenant agrees that if the PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the PHA shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.
2. The PHA may move a Tenant into another unit if it is determined necessary to rehabilitate Tenant's unit.

3. If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the PHA shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested.
4. A Tenant without disabilities or handicaps who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary (PHA Administrative) transfers, Tenant shall be required to move into the dwelling unit made available by the PHA. Tenant shall be given fifteen (15) days in which to move following delivery of a transfer notice. If Tenant refuses to move, the PHA may terminate the Lease.
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
7. The PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

#### G. COMMUNITY SERVICE

Federal regulation provides that except for a family member who is an exempt individual, each adult member of public housing must: contribute 8 hours per month of community service (not including political activities); or participate in an economic self-sufficiency program for 8 hours per month; or perform 8 hours per month of combined activities as determined by the PHA. An exempt individual is defined as any adult who:

- 1) is 62 years or older,
- 2) (a) is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i)(1);1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or(b) is a primary caretaker of such individual;
- 3) is engaged in work activities;
- 4) meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or
- 5) is a member of family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

#### H. VIOLENCE AGAINST WOMEN ACT

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in HCAAC's Violence Against Women Act (VAWA) Policy, and which must be applied consistent with all nondiscrimination and fair housing requirements. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

##### A. Termination of tenancy.

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the

Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.

3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, HCAAC may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.

Further, nothing in this section shall prohibit HCAAC from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, sexual assault or stalking against the tenant, a member of the tenant's household, survivors of sexual assault, and intimate partner, affiliated individual, which includes any person living with the survivor and related to him or her by blood or marriage including the survivor's spouse, parent, brother, sister, child, or any person to whom the survivor stands in loco parentis for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, HCAAC shall not apply a more demanding standard to you than to other tenants.

- B. **Bifurcation of Lease.** Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), HCAAC may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. HCAAC may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.
- C. **Certification.** If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, HCAAC may (but is not required to) request the individual to deliver to HCAAC a certification. The certification may be delivered in one of the following forms:
  1. A HUD-approved form attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
  2. 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 domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
  3. A federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to HCAAC within 10 days after the request for certification is received from HCAAC. If the certification is not delivered within the 10-day period allowed, the provisions of this section will not apply and HCAAC may elect to terminate tenancy and evict without regard to the protections provided in this section.

- D. **Confidentiality.** The law requires that information provided to HCAAC concerning an incident or incidents of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.
- E. **Notification.** The law requires that all existing tenants, as well as new tenants, of all HUD-covered programs receive notification of their rights under VAWA and HUD's VAWA regulations.
  1. Notice of Occupancy Rights Under the Violence Against Women Act Form HUD-5380
  2. Certification of Domestic Violence, Dating Violence Sexual Assault, or Stalking and Alternate Documentation Form HUD-5382

3. Lease Addendum Violence Against Women and Justice Department Reauthorization Act of 2005 Form HUD-91067

- F. **Conflicting Evidence.** In cases of conflicting evidence, tenants and applicants who may need to submit third-party documentation to document occurrence of a VAWA crime have 30 calendar days to submit the third-party documentation. (See § 5.2007(b)(2).)
- G. **Emergency Transfer Plan.** This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Housing Commission of Anne Arundel County is in compliance with VAWA.

#### Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

#### Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the on-site management office and submit a written request for a transfer to the on-site management office. The PHA may request certain documentation from tenant(s) seeking emergency transfers under VAWA. The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under The PHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

#### Emergency Transfer Timing and Availability

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## **VII. PHA OBLIGATIONS**

The PHA shall be obligated:

- A. To maintain the dwelling unit and the project in decent, safe, and sanitary condition;

- B. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- C. To make necessary repairs to the dwelling unit;
- D. To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the PHA;
- F. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Tenant household) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;
- G. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; and
- H. To notify Tenant of the specific grounds for any proposed adverse action by the PHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities. When the PHA is required to afford Tenant opportunity for a hearing under the PHA Grievance Procedure for a grievance concerning a proposed adverse action:
  - 1. The notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a Notice of Lease Termination that complies with appropriate regulations shall constitute adequate notice of proposed adverse action.
  - 2. In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until time to request such a hearing has expired or, if hearing was timely requested, the grievance process has been completed.

**VIII. *TENANT'S OBLIGATIONS***

Tenant shall be obligated:

- A. Not to assign the Lease, nor sublease the dwelling unit.
- B. Not to give accommodations to:
  - 1. Boarders or lodgers;
  - 2. Long-term overnight guests (in excess of a total of fourteen (14) days per year for all guests combined) without the advance written consent of the PHA; PHA has no obligation to consent, however will make reasonable accommodation to certain extenuating circumstances. This limitation shall not apply to the visitation of a minor child with the Tenant, who is a non-custodial parent, provided said child is not engaged in drug related or criminal activity, as set forth and defined in other provisions in this lease. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose without the advance written permission from the PHA.
- C. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose.  
This provision does not exclude the care of foster children or live-in care of a member of Tenant's household, provided the accommodations of such persons conforms to the PHA's Occupancy standards, and so long as the PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- D. To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing community and Tenants. These regulations are posted in a conspicuous manner in the Property



Manager's office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

- E. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household (i.e. blocked egress and tampering with smoke detectors).
- F. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from snow, ice, and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- G. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the PHA. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas or galleries.
- H. To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- I. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or community.
- J. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, community buildings, facilities, or common areas caused by Tenant, household member, or guests; the permeation of tobacco smoke odors shall not be considered ordinary wear and tear and the removal or envelopment of such odors by a paint sealant on the walls or chemical mechanical means shall be a cost for which the Tenant shall be charged, it being understood and agreed that lingering tobacco smoke odors caused by the Tenant, household members or guests, tend to render the dwelling unit non-rentable.
- K. To assure that Tenant, any member of the household, a guest, or any other person under Tenant's control will not be allowed to smoke on the property except in designated areas. The use of any lighted tobacco product, any other smoked product, and the use of electronic cigarettes are prohibited in all HCAAC owned property, to include unit, balcony, patio, hallway, common areas and grounds. Smoking may not occur in any outdoor area within 25 feet of housing units, administrative office buildings or other parts of the community not specifically designated by HCAAC as a designated smoking area.

This obligation is in accordance with the PHA's Non-Smoking Policy.

- L. To act, and cause household members or guests to act in a manner that will:
  - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
  - 2. Be conducive to maintaining all PHA communities in a decent, safe, and sanitary condition.
- M. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of any other person on the PHA's public housing premises, including but not limited to the unlawful possession, display or discharge of firearms, assault, prostitution, criminal street gang activity (to commit, to attempt to commit, or to solicit, coerce, or intimidate another person to commit an act or acts in furtherance of the person's involvement in a criminal street gang), threats and intimidation, that jeopardizes the health, safety, or right to peaceful enjoyment of any other person on the PHA's public housing premises; or,
  - 2. Any drug-related criminal activity on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. For the purposes of this Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act and/or Article 27 of Section 279 of the Annotated Code of Maryland.
  - 3. A Tenant who knows or should know shall not allow visitation or provide accommodation to banned individuals; banned individuals are persons who are not permitted to enter upon Housing PHA property. A list of banned individuals is available and posted for review at the on-site Management

Office and Tenant has an affirmative duty to periodically review said list to insure that Tenant is in compliance.

4. Causing an unreasonably high number of calls for emergency service including, but not limited to, noise complaints, juvenile complaints or other public disturbance complaints that affect the health, safety, or right to peaceful enjoyment of the PHA's public housing premises may be a breach of the lease.
- N. To make no alterations, repairs, or redecorations to the interior of the dwelling unit or to the equipment, or to install additional equipment or major appliances without written consent of the PHA. To make no changes to locks or install new locks on exterior doors without the PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the PHA.
  1. To refrain from the use of water filled furniture without the advance written approval of the PHA. Permission to provide for reasonable accommodations will not be unreasonably refused.
- O. To give prompt prior notice to the PHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one (1) calendar week.
- P. To act in a cooperative manner with neighbors and PHA staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
- Q. Not to display, use, or possess or allow members of Tenant's household or guests to display, use, or possess any firearms, operable or inoperable, or other offensive weapons as defined by the laws and courts of the State of Maryland anywhere on the property of the PHA.
- R. To take reasonable precautions to prevent fires and/or excessive smoke damage and to refrain from storing or keeping flammable materials upon the premises.
- S. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
- T. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit without advance written consent from the PHA.
- U. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the PHA.
- V. To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature in the dwelling unit of any PHA development, without consent of the PHA in accordance with the adopted Pet Policy; any unauthorized pet is subject to removal from the premises by authorized animal control services at the pet Tenants expense. This section does not apply to service animals kept by disabled persons, as set forth in the Pet Policy. In the event Tenant desires to have a pet and complies with the requirements of the pet policy an addendum to this lease must be executed by the Tenant and the PHA in accordance with the pet policy.

In accordance with the PHA's Pet Policy, pets may be kept in buildings or units designated by the PHA for the elderly or handicapped.
- W. To remove from PHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by the PHA. Any inoperable or unlicensed vehicle as described above will be removed from the PHA property at Tenant's expense including motorcycles, dirt bikes and ATV's. Automobile repairs are not permitted in the community.
- X. To remove any personal property left on PHA property when Tenant leaves, abandons, or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the PHA. Costs for storage and disposal shall be assessed against the former Tenant.
- Y. To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. **TENANT SHALL NOTIFY THE PHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT, and of known unsafe or**

unsanitary conditions in the dwelling unit or in common areas and grounds of the community. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

Z. Not to:

1. Commit any fraud in connection with any Federal housing assistance program; and
2. Receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.

AA. To promptly pay any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

**IX. *DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY***

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

A. PHA RESPONSIBILITIES:

1. The PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, household member, or guests the reasonable cost of the repairs shall be charged to Tenant.
2. The PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time.
3. In the event repairs cannot be made by the PHA, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
4. If the PHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

B. TENANT RESPONSIBILITIES:

1. Tenant shall immediately notify the Property Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
2. Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the PHA, during the time in which the defect remains uncorrected.
3. Tenant shall accept any replacement unit offered by the PHA.
4. Tenant shall be obligated to secure common area doors and maintain keys to assigned unit and common areas in a safe manner.

**X. *MOVE-IN AND MOVE-OUT INSPECTIONS***

A. MOVE-IN INSPECTION - The PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The PHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the PHA and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the PHA, at no charge to Tenant.

B. MOVE-OUT INSPECTION - The PHA will inspect the unit at the time Tenant vacates and give Tenant written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the PHA.

**XI. ENTRY OF PREMISES DURING TENANCY**

**A. TENANT RESPONSIBILITIES:**

1. Tenant agrees that the duly authorized agent, employee, or contractor of the PHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing of the unit for releasing.
2. When Tenant calls to request maintenance on the unit, the PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

**B. PHA's RESPONSIBILITIES:**

1. The PHA shall give Tenant at least 48 hours written notice that the PHA intends to enter the unit except when entry is at the request of a Tenant generated maintenance work order. The PHA may enter only at reasonable times.
2. The PHA may enter Tenant's dwelling unit at any time without advance notification when there is a reasonable cause to believe that an emergency exists, including but not limited to fire, flood, gas odors and vicious dogs as defined in accordance with the PHA Pet Policy.
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

**XII. NOTICE PROCEDURES**

- A. **TENANT RESPONSIBILITY** - Any notice to the PHA must be in writing, delivered to the Property Manager's office or the PHA's Administrative office, located at 7477 Baltimore-Annapolis Blvd, Glen Burnie, Maryland, or sent by prepaid first-class mail, properly addressed to: Housing Commission of Anne Arundel County, Post Office Box #817, Glen Burnie, Maryland 21060-2817.
- B. **PHA RESPONSIBILITY** - Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail, properly addressed to Tenant.
- C. Return receipt for Registered or Certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- D. If Tenant is visually impaired; all notices must be in an accessible format.

**XIII. TERMINATION OF LEASE**

In terminating the Lease, the following procedures shall be followed by the PHA and Tenant:

- A. This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payment due under the Lease or to fulfill Tenant's obligations set forth in Section VIII above, or for other good cause.

Such serious or repeated violations of terms shall include but are not limited to:

1. Failure to pay rent or other charges when due.
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth (10th) of the month.
3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities.
4. Misrepresentation of household income, assets, or composition.

5. Failure to supply, in a timely fashion, any certification, release, information, or documentation of household income or composition needed to process annual re-examinations or interim re-determinations.
  6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any PHA community.
  7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or any drug-related criminal activity on or off PHA property. In some cases, the Tenants may not be entitled to the provisions of the PHA's Grievance Procedure.
  8. Offensive weapons or illegal drugs seized in a PHA unit by law enforcement officers.
  9. Any fire and/or associated excessive smoke damage on PHA premises caused by carelessness, failure to supervise children or unattended cooking.
  10. Repeated (four (4) times in a 12-month period) violations of the Non-Smoking Policy.
- B. In the event the PHA intends to terminate the lease, the PHA shall give written notice of the proposed termination and any intent to seek judicial relief as follows:
1. 14 days in the case of failure to pay rent.
  2. In a reasonable time before the proposed termination date, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other Tenants or PHA staff is threatened.
  3. In any other case, notice shall be given thirty (30) days before the proposed termination date.
- C. The notice of termination of the Lease:
1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine PHA documents directly relevant to the termination or eviction.
  2. When the PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the PHA's Grievance Procedures.
  3. Any notice to vacate which is required by State or local law may be combined with, or run concurrently with the Notice of Lease Termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against him, and he may be required to pay any and all court costs, attorneys' fees and costs and pre-judgment interest.
  4. When the PHA is required to offer Tenant the opportunity for a grievance hearing under the PHA's Grievance Procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
  5. When the PHA is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and the PHA has decided to exclude such grievance from the PHA Grievance Procedure (which can only be done following a Due Process Determination by HUD), the notice of Lease termination shall:
    - a. State the Tenant is not entitled to a grievance hearing on the termination;
    - b. Specify the judicial eviction procedure to be used by the PHA for eviction and identify the court in which proceeding will occur; and
    - c. State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

6. The PHA may evict Tenant from the unit only by bringing a court action.
  7. Payment of rent when due shall continue during the pendency of court proceedings between the PHA and tenant for breach of lease or other cause of action, so long as tenant continues to occupy the unit. Acceptance of such rent shall not constitute a waiver by PHA of any claims or causes of action against tenant including pending claims.
- D. Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in Section XIII, above; upon death of the Tenant, this notice provision shall be binding on the heirs and/or personal representatives of the Tenant's estate.
- E. In deciding to evict for criminal activity, the PHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effects that the eviction would have both on household members not involved in the proscribed activity and on the household's neighbors. In appropriate cases, the PHA may permit continued occupancy by remaining household members and may impose a condition that household members who engage in the proscribed activity will neither reside in nor visit the unit. The PHA may require a household member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. If the PHA offers in writing to continue occupancy to the remaining household members, on the condition that specific household members who have engaged in the proscribed activity neither reside in or visit the unit, the named tenant shall have an obligation to accept such offer and to promptly execute a reasonable lease amendment, to be prepared by the PHA, providing for deletion from the lease of said offender as a household member and which may require banning the individual from the PHA property and non-entry into the dwelling unit of such household members as are designated and tenant shall be obligated to enforce said non-entry as a material and serious part of the tenants obligation. Refusal by the tenant to accept such offer and/or to promptly execute such a written amendment to the lease shall be considered a serious violation of this lease and a basis for termination of this lease.
- F. When a PHA evicts a Tenant from a dwelling unit for criminal activity the PHA shall notify the local post office serving the dwelling unit that such individual or household is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

#### **XIV. WAIVER**

No delay or failure by the PHA in exercising any right under the Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

#### **XV. HOUSEKEEPING STANDARDS**

In an effort to improve the livability and conditions of the apartments owned and managed by the PHA, uniform standards for resident housekeeping have been developed for all Tenant families.

- A. **PHA RESPONSIBILITY** - The standards that follow will be applied fairly and uniformly to all Tenants. The PHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the PHA will notify Tenant in writing if he/she fails to comply with the standards. The PHA will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, not to exceed forty-five (45) days the PHA will schedule a second inspection. Failure of a second inspection will result in the scheduling of a third and final inspection, not to exceed forty-five (45) days. Failure of the final inspection will constitute a serious lease violation and may result in Lease termination.

Resource referrals will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- B. **TENANT RESPONSIBILITY** - Tenant is required to abide by the standards set forth below. Failure to abide by any Housekeeping Standards, which results in the creation or maintenance of a threat to health or safety, is a serious violation of the Lease terms and can result in termination.

#### **C. HOUSEKEEPING STANDARDS - INSIDE THE APARTMENT**

##### **1. GENERAL**

- a. Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- b. Floors should be clean, clear, dry, and free of hazards.
- c. Ceilings should be clean and free of cobwebs.
- d. Windows should be clean and not nailed shut. Shades or blinds should be intact. Any items (i.e. furniture, etc.) should not block any windows.
- e. Woodwork should be clean, free of dust, gouges, or scratches.
- f. Doors should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- g. Heating units should be dusted and access uncluttered.
- h. Trash shall be disposed of properly and not left in the unit.
- i. Entire unit should be free of rodent or insect infestation.

2. KITCHEN

- a. Stove should be clean and free of food and grease.
- b. Refrigerator should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- c. Cabinets should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Do not store heavy pots and pans under the sink.
- d. Exhaust fan should be free of grease and dust.
- e. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- f. Food storage areas should be neat and clean without spilled food.
- g. Trash/garbage should be stored in a covered container until removed to the disposal area.

3. BATHROOM

- a. Toilet and tank should be clean and odor free.
- b. Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- c. Lavatory should be clean.
- d. Exhaust fans should be free of dust.
- e. Floor should be clean and dry.

4. STORAGE AREAS

- a. Linen closet should be neat and clean.
- b. Other closets should be neat and clean. No highly flammable materials should be stored in the unit.
- c. Other storage areas should be clean, neat, and free of hazards.

D. HOUSEKEEPING STANDARDS - OUTSIDE THE APARTMENT

Housekeeping for common areas and/or outside of a building shall be the responsibility of the Tenants in said buildings regardless of the source of any debris, trash, or abandoned vehicles.

1. Yards should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches on the front of the unit and rear patios should be clean and free of hazards. Any items stored on the rear patio shall only be patio furniture, grills and bikes (i.e. no interior chairs, no cleaning supplies, etc.) and must not impede access to the unit.
3. Grills that are stored on the patios must comply with the requirements of applicable state and local building or housing codes and must be covered.
4. Steps (front and rear) should be clean and free of hazards.
5. Sidewalks should be clean and free of hazards.
6. Storm doors should be clean with glass and screens intact.
7. Parking lot should be free of abandoned cars. There should be no car repairs in the lots.
8. Hallways should be clean and free of hazards.
9. Stairwells should be clean and uncluttered.
10. Laundry areas should be clean and neat. Remove lint from dryers after use.
11. Utility room should be free of debris, motor vehicle parts, and flammable materials.

EXECUTION: By Tenant's signature below, Tenant and household agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference.

By the signature(s) below, I/we also acknowledge that the Provisions of this Lease Agreement have been received, thoroughly explained, and understood.

I/we further understand that to the extent I/we need a Reasonable Accommodation to read or understand this Lease, I/we have requested an accommodation and received it or voluntarily chosen not to exercise that right.

Tenant, by entering into this lease recognizes this lease may be a renewal of a preexisting lease with the Housing Commission. Tenant understands that the Housing Commission by entering this lease does not waive rights to seek remedy for any breach(es) of the lease, including those predating the date of this renewal.

The foregoing execution clauses were read aloud during the signing process. HCAAC: \_\_\_\_\_ Tenant: \_\_\_\_\_

-----  
TENANT

-----  
DATE

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TENANT

-----  
DATE

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HOUSING COMMISSION REPRESENTATIVE

-----  
DATE



**TENANT'S CERTIFICATION**

I, \_\_\_\_\_, hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the PHA before execution of the Lease, or before the PHA approval for occupancy of the unit by the household member. I further certify that all information or documentation submitted by myself or other household members to the PHA in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

-----  
TENANT

-----  
DATE

**ACKNOWLEDGEMENT OF SECURITY DEPOSIT PAYMENT**

The PHA hereby accepts from the Tenant a security deposit in the amount of \_\_\_\_\_. The deposit will be used as provided for in Section IV of this Lease Agreement.

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HOUSING COMMISSION REPRESENTATIVE

-----  
DATE

# **APPENDIX V**

## **TENANT TRANSFER POLICY**

It is the policy of the Housing Commission of Anne Arundel County (PHA) to provide decent, safe, and secure dwelling units for tenants and their families in all PHA communities.

To the extent feasible, the PHA has adopted policies that will accommodate either transfers initiated at the request of the PHA or the tenant under the following conditions:

1. Tenant agrees that if the PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the PHA shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.
2. The PHA may move a Tenant into another unit if it is determined necessary to rehabilitate a Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the PHA shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested. If the decision is to relocate the tenant, the Housing Commission will make every effort to provide a suitable unit within the same community if the tenant so desires. The Admissions and Occupancy Policy allows transfer tenants to receive a priority for units within their existing community for placement.
4. A Tenant without disabilities or handicaps who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the PHA. Tenant shall be given fifteen (15) days in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
7. The PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policy.

The preceding policies establish the guidelines by which the PHA may require a Tenant to transfer and outline the notice requirements for a Tenant's failure to accept an appropriate size unit.

In addition to the notice requirements, the policy also states that the provisions of the PHA's Grievance Procedure are applicable to this policy and all notices to the Tenant must specify the right to a hearing should they feel that the action or inaction by the PHA is in conflict with rules, regulations, procedures, etc.

Most of the transfers made by the PHA will be prescribed by the Admissions and Occupancy Policy which outlines the maximum and minimum occupancy requirements for various size units and any additional criteria that would be considered such as the age and sex of minor children in the family.

- 1) Dwellings will be assigned so that except in the case of infants or very young children, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom.
- 2) Children who have reached the age of three (3) years will be given a separate bedroom from that single parent when a vacancy occurs and a transfer is feasible.

# APPENDIX VI

## PET POLICY

Effective April 18, 1985, residents in buildings designated for occupancy by the elderly and disabled, in which are managed by the Housing Commission of Anne Arundel County (HCAAC) are allowed to own and keep common household pets in their respective units. This policy sets forth the conditions and guidelines under which pets are permitted.

### I. Purpose

The purpose of the policy is to ensure that pet ownership will not be injurious to persons or property, or violate the rights of all residents to clean, safe and sanitary surroundings. **These rules do not apply to and will not be enforced against individuals who have animals that are used to assist the disabled.**

#### **Common household pets are defined as follows:**

**Birds:** Small birds such as canaries, parakeets, finches and other species that are normally kept caged; birds of prey are not permitted.

**Fish:** Tanks or aquariums are not to exceed ten (10) gallons in capacity. Only one tank or aquarium is permitted per dwelling unit.

**Dogs:** Not to exceed fifteen (15) pounds at the time of maturity. Residents must be able to carry their pet. All dogs must be spayed or neutered. Vicious breeds of dogs, as defined by Simon and Schusters Guide to Dogs are prohibited.

**Cats:** All cats must be spayed or neutered.

Exotic pets such as snakes, spiders, frogs, monkeys, rodents, reptiles, scorpions, ferrets, etc are not permitted.

### II. Registration

Every pet must be registered with the Housing Commission of Anne Arundel County on site Property management prior to moving the pet into the unit and updated annually thereafter. Registration requires the following:

- A. Certification from a licensed veterinarian, or state or local authority empowered to inoculate animals stating that the animal has received all inoculations required by state and local law, if applicable. (dogs and cats only)
- B. Proof of current license, if applicable. (dogs and cats only)
- C. Identification tag bearing the owner's name, address and phone number, if applicable. (dogs and cats only)
- D. Proof of neutering/spaying by the age of six months, if applicable. (dogs and cats only)
- E. Photograph of the animal or aquarium (3x5 or smaller)
- F. At least two persons, who are not residents of the Housing Commission of Anne Arundel County capable of assuming responsibility of the animal should the owner become incapacitated.

### III. Licenses and Tags

Every dog and cat must wear the appropriate local animal license, a valid rabies tag and a tag bearing the owner's name, address and phone number. All licenses and tags must be current. Pet license information must be updated annually.

### IV. Density of Pets

Only one (1) dog, cat or turtle will be allowed per dwelling unit. Only two (2) birds will be allowed per dwelling unit. The Housing Commission will have final approval on type and density of pets.

### V. Visitors and Guests

No visitor or guest is permitted to bring pets onto the premises at anytime. Resident are not permitted to pet sit or house a pet without fully complying with this policy.

Feeding or caring for stray animals is prohibited and will be considered keeping a pet without permission.

### VI. Pet Restraints

- A. All dogs must be on a leash when not in an owners unit. The leash must be no longer than three (3) feet. Dogs must be confined during scheduled maintenance work and inspections.
- B. Cats must be in a caged container or on a leash when taken outside of the owners unit.

- C. Birds must be caged at all times.
- D. Outside cages, fences or houses are not permitted.
- E. No pet may be tied up anywhere on Housing Commission property and left unattended for any amount of time.

VII. Liability

Residents owning pets shall be liable for all damage to the Housing Commission's premises caused by their pet, both in their unit and outside of their unit. Residents are responsible for charges including but not limited to repairs, replacement, cleaning, extermination, and deodorizing due to damage caused by their pet.

Pet owners are strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of the Housing Commission caused by their pet, and shall indemnify the Housing Commission of Anne Arundel County for all costs of litigation and attorney's fees resulting from such damage.

The Housing Commission recommends but does not require that residents obtain pet liability insurance.

VIII. Sanitary Standards and Waste Disposal

- A. Litter boxes must be provided for cats with use of odor-reducing chemicals
- B. Dogs and Cats should wear effective flea deterrents such as flea collars or products such as frontline. Should extermination become necessary, cost of such extermination will be charged in full to the resident.
- C. Pet owners are responsible for immediate removal of the feces of their pet and shall be charged in accordance to the schedule of maintenance charges for trash removal in instances where removal is necessitated by Housing Commission staff.
  - 1. All pet waste is to be placed in a sealed plastic bag and placed in designated garbage receptacles.
  - 2. Residents with litter boxes must clean them regularly.
  - 3. Pet accidents must be removed and cleaned immediately
  - 4. All households with pets must be kept free for pet odors and maintained in a clean and sanitary manner.
  - 5. Failure to comply with the above will result in the resident being subjected to monthly housekeeping inspections and possibly the termination of the pet addendum.

IX. Pet Rule Violation and Pet Removal

- A. If it is determined that a pet owner has violated a rule governing the pet policy the Housing Commission shall serve notice of the violation on the pet owner. The pet

owner will have five (5) days to correct the violation or request an informal hearing at which time the Housing Commission's Grievance Procedure will be followed. Serious or repeated violations may result in pet removal or termination of the pet owner's tenancy, or both.

- B. If a pet poses a nuisance such as excessive noise, barking, or whining which disrupts the peace of other residents, owner will removed the pet from the premises upon the request of management within forty-eight (48) hours. Nuisance complaints are subject to immediate inspections. Failure to allow an immediate inspection will result in the termination of the pet addendum.
  - C. Pet owners must make arrangements for their pets in the event of vacation or hospitalization. If a pet owner becomes unable to care for the pet and the person designated to care for the pet in the pet owner's absence refuses or is unable to care for the pet, the Housing Commission can officially remove the pet. The Housing Commission of Anne Arundel County accepts no responsibility for pets so removed.
- X. General Rules
- A. Residents must be able to abide by all state and local laws and ordinances governing the owning and keeping of pets.
  - B. Food for pets must be sealed in containers kept inside the apartment.
  - C. Dogs and cats cannot be left alone for more than eight hours. The Housing Commission has the right to enter and remove any pet if it has been left unattended for more than 24 hours.
  - D. Pets will not be allowed in areas such as lobbies or meeting rooms. Dogs and cats must be carried on elevators and when passing through common areas to the outside. Dogs and cats must be kept on leashes when outside on the project's common areas.
  - E. Residents cannot take pets with them while visiting other Housing Commission residents and pets cannot be left in apartments other than the pet owner's apartment. Pets that are not owned by a resident may not be kept on the premises temporarily. For purposes of this rule, pets are kept "temporarily" if they are kept in a resident's apartment for a period less than 14 consecutive days and nights.
  - F. The Housing Commission assumes no responsibility for pets during its own pet extermination program. The resident will be required to remove the pet during exterminations provided by the Housing Commission.

G. The resident must be present during any scheduled dwelling unit inspection, or maintenance service call, if the unit is occupied by a dog, cat, or other unrestrained ambulatory pet.

XI. Fees

A. There is a mandatory pet deposit in the amount of \$100.00 for a dog or cat, one-half of which must be paid at the time of the execution of the Addendum to Dwelling Lease allowing the pet to be present. The balance of the pet deposit must be paid in monthly installments of no less than \$25.00, exclusive of the rent or other charges, until the full \$100.00 deposit is paid.

- a. The pet deposit may be used by the Housing Commission in its discretion to pay for reasonable expenses directly attributed to the presence of the dog or cat on the property, including, but not limited to, the cost of repairs and replacements to, and the fumigation of, the resident's dwelling unit, as well as any damage to any public or common areas caused by the pet. In the event that the pet deposit or any part of it is used by the Housing Commission to pay for such reasonable expenses, the Housing Commission will notify the resident and the resident will be required to replenish the initial deposit by monthly payments in accordance with paragraph 1 of the Rule.
- b. The Housing Commission shall refund the unused portion of the pet deposit to the resident within 30 days after the resident has moved from the property, no longer owns or keeps a pet in the dwelling unit.

B. A monthly fee of \$15.00 will be assessed to each family approved for pet ownership in the family communities. This monthly fee does **NOT** apply to elderly and disabled households.

XII. Grievance

Management and resident agree to utilize the Grievance Procedure described in the Lease Agreement to resolve any dispute between resident and site management regarding a pet.

XIII. Exceptions

This policy does not apply to animals that are used to assist persons with disabilities. This exclusion applies to animals that reside in the communities, as well as animals used to assist individuals that visit those communities. Pets used for the purpose of aiding residents with disabilities must have appropriate certification.





# **APPENDIX VII**

## **LEASE VIOLATION PROCEDURES**

### **I. Notification of Incident**

Upon notification that a resident may be in violation of the lease, on-site Operations (Property Manager/Assistant Property Manager/Community Safety) staff must collect all supporting documents relevant to the violation. Following verification of the violation the Property Manager may choose the following:

- A. Warning letter (example: first offense, pet violation, noise disturbance).
- B. Conference (example: second offense, jeopardizing lease agreement).
- C. 30-day termination letter (example: serious and/or repeated lease violations).

All incidents should be addressed quickly and efficiently. A complete and thorough follow-up should be accomplished including recommendations to correct the violation. The resident's file should be documented appropriately and pertinent information shared between the Property Manager and the Community Safety Department staff. All applicable police reports, Computer Assisted Dispatch (CAD) information, resident complaints and other pertinent information regarding the violations should be recorded in the resident's file, to include updating of the computerized note screen.

### **II. Conference Summary & Conference Agreement**

A Conference Summary and Conference Agreement should be completed each time on-site Operations staff meets with a resident concerning a violation of the lease. The Conference Summary should offer a concise summary of the meeting and any additional information relative to the incident, including any statements or admissions by the resident. The Conference Agreement should outline the resident's general obligations and responsibilities as set forth in the lease agreement, highlighting specific sections of the lease pertinent to the present violation. Operations staff will review the agreement with the resident and have the resident sign the document indicating their understanding and agreement with its terms and conditions. In the event the resident refuses to sign the Conference Agreement, the agreement will be noted by indicating "Refused To Sign" in the "Resident Signature" space, along with the time and date. The Conference Agreement will be countersigned by Operations staff present at the conference.

In the event the resident fails to appear for a scheduled conference, Operations staff will send the resident a "Failure To Appear for Conference – Final Warning" letter establishing a date and time for another lease conference. Should the resident fail to appear for a second time the Property Manger may initiate lease termination

proceedings.

Conference agreements are essential to lease enforcement and acts as documentation should a case proceed to trial.

### **III. Lease Termination Checklist**

Should a case proceed to lease termination, it is imperative that there be sufficient grounds to evict the resident. The Property Manager will ensure that the following items (if applicable) are available and included in the lease termination “package.”

- A. Documentation of Initial Lease Violation
- B. Conference Summary (s)
- C. Conference Agreement (s)
- D. All other pertinent documentation:
  - 1. Letters from residents
  - 2. Police reports
  - 3. Classified Coded Incident (CCI) reports
  - 4. Newspaper articles
  - 5. Photographs
  - 6. Summary of witness interviews
  - 7. Letters
  - 8. Affidavits

Once these items have been compiled the case will be reviewed by the Sr. Property Manager and/or Director of Community Safety to ensure that a well-developed and detailed 30-day termination letter be issued to the resident. In instances where neither is available the Director of Property Management will review the case.

### **IV. 30-Day Termination Letter**

Following review of the case with the Sr. Property Manager and/or Director of Community Safety, a 30-day lease termination letter may be issued.

The letter will contain a section, which allows for specific reasons of termination. It is imperative that the reasons be valid, specific and allow for no speculation. Pertinent information from items compiled for the Lease Termination Checklist should be summarized and included in the termination letter.

Remember, attorneys will look for mistakes, generalisms, lack of attention to detail and other “loopholes.” Property Managers must ensure that termination letters are clear, concise and properly formatted to reduce the possibility of dismissal or postponement of the case.

A copy of the letter should be sent to the Housing Commission legal counsel prior to being delivered to the resident. Attached letters are provided that include the basic

requirements necessary for a 30-Day Termination Letter.

## **Grievance Procedures**

The Housing Commission provides residents with a mechanism via an established grievance policy. The 30-day termination letter must state whether the lease violation is grievable or non-grievable. In cases where the termination letter cites a grievable violation, the resident is afforded an informal hearing upon request. If resolution is not obtained through the informal hearing a formal hearing may be convened by request. When the outcome of the grievance process results in a rescission of the lease termination, the resident must be notified in writing. In cases in which the lease termination is upheld, a Breach of Lease will be filed with the District Court.

Filing of a Breach of Lease will be abated until the grievance/hearing process (if applicable) has been completed.

Time must be allowed for informal and formal hearings before a Breach of Lease can be filed. This should be completed prior to the end of the 30-day termination notice.

## **V. Breach of Lease**

**In cases of a non-grievable lease violation or when lease termination has been upheld following the grievance/hearing process, a Breach of Lease will be filed.**

When filing a Breach of Lease, the following documents should be attached:

- A. 30-day termination letter
- B. Interrogatories for the defendant

After filing the Breach of Lease the following documents must be forwarded to legal counsel for the Housing Commission:

- A. Cover letter identifying the primary contact person including office and cellular phone numbers, fax number and e-mail address.
- B. Copy of Breach of Lease (District Court of MD form)
- C. Copy of the 30-day Termination Letter
- D. Copies of all supporting documents according to the Lease Termination Checklist

## **VI. Court Proceedings**

All court proceedings will be the responsibility of the issuing Property Manager to include the following:

- A. Community Safety staff will identify all pertinent witnesses and issue all subpoenas after consulting with legal counsel.
- B. To assist Legal Counsel with trial preparation, a pre-trial meeting(s) may be scheduled. Pre-trial meetings will be scheduled and coordinated by the Property Manager, in conjunction with Legal Counsel, at least two weeks prior (no less than 10 days) to the trial date. These meetings may include Housing Commission staff, law enforcement personnel and residents. In the event that the defendant files interrogatories, the Property Manager may request assistance from the Community Safety Department. Legal counsel must review answers to interrogatories prior to delivery to the defense.
- C. In preparation for court all documents will be made in copies of three to be disseminated as follows:
  - 1. Housing Commission Legal Counsel
  - 2. Defense Counsel
  - 3. Judicial Officer (Judge)

**Note:** All pertinent documents must be highlighted to indicate specific information (e.g., lease address, effective date, reason (s), witness location, time, suspects, etc.)

This documentation must be presented and stored in a three (3) ring binder or other suitable organizer, for presentation and reference.

- D. It is imperative that all parties appearing in support of the Breach of Lease arrive in court forty-five (45) minutes prior to the court proceedings. The issuing Property Manager must bring the original resident file to the trial. No exceptions will be made.

# **APPENDIX VIII**

## **REASONABLE ACCOMODATION POLICY**

### **Goal**

The Housing Commission's goal is to provide stable, quality affordable housing to low and moderate income persons regardless of disability.

### **Summary of Reasonable Accommodation**

It is the policy of the Housing Commission of Anne Arundel County to provide a reasonable accommodation(s) in housing for participants with disabilities where a reasonable accommodation is needed to provide an equal opportunity to use and enjoy the Housing Commission's programs and/or premises.

### **What is a person with a disability?**

A person with a disability is an individual with a physical or mental impairment that substantially limits one or more major life functions. You can also be considered disabled if you have a record of a physical or mental impairment or people regard you as having such impairment.

A physical impairment is a disorder or condition that affects one more body systems. A physical impairment can be caused by illness, disease, a birth defect, injury, age or anything else which disrupts a person's physical ability to function. Some examples of physical disabilities are blindness, hearing loss, or inability to walk.

A mental impairment is a mental, psychiatric or psychological disorder. Some examples are mental illness, mental retardation or specific learning disabilities.

Under regulations, you may be considered a person with disability if your physical or mental condition causes substantial difficulty in performing a major life function. Major life functions include the ability to walk, see, hear, breathe, think, read or care for yourself.

Under some circumstances alcoholism or a history of drug use may be considered a disability. Current users of illegal drugs are not considered disabled.

### **What is a "reasonable accommodation?"**

A reasonable accommodation may be, but is not limited to a request for:

- a physical change made to the inside or outside of a unit or area,

- a change of unit size for medical/health reasons and/or apparatus or,
- the request for a live-in aide and subsequent change of unit size;

which will allow a person with a disability to have an equal opportunity to take advantage of the Housing Commission's housing program(s). Any accommodation considered by the Housing Commission cannot result in an undue financial or administrative burden or, create a fundamental change in a program. For example, in the public housing program it might also be reasonable to allow a person with a mental disability to have rent payments made by a third party but; it would not be reasonable to prevent children from using the playground because the noise bothers someone or to provide a paraplegic resident with a housekeeper at HCAAC expense.

Under the Housing Choice Voucher Program physical changes or improvements would be referred to the landlord, as this would not be the responsibility of the Housing Commission.

### **How do I apply for a “reasonable accommodation?”**

If you need an accommodation, you should make your request to the Manager or Director of the Housing Program, of which you are an applicant or participant; examples of accommodations could include needing a language interpreter or the reading of program materials.

For any accommodation, you must complete a reasonable accommodation form.

1. You may be asked to provide confirmation about your disability from a health professional or qualified service provider. The health professional or qualified service provider may also be asked to certify and explain how the accommodation you have requested is related to your disability. It is important that you meet any deadlines for requests for information. Failure to respond in a timely manner may result in your request being delayed or denied. If you need more time to respond, contact your housing specialist.
2. During the process of evaluating your request, you or the Manager/Director may schedule a meeting to discuss the accommodation. The meeting will be held at a location that is accessible to you; a representative or advocate may accompany you for the meeting. You may also request an interpreter and one will be provided by HCAAC. If you are unable to come to an office, the meeting may be held by telephone.

### **How will your request be handled?**

All program participants must meet the basic qualifications.

1. The Manager/Director will review your request for a reasonable accommodation. If additional information is needed, you will receive a written request for that information.

You should be careful to follow the deadlines in the letter. If you have problems or questions, you should call the associated housing program office immediately.

2. The decision regarding your request will be made within 10 business days from the date all of the required documents/information are received. If the Housing Commission does not receive the required documents/information requested within 30 days, of its request, a decision will be determined based upon the information provided. Whether your request is approved or denied, you will be notified in writing.

All decisions with approvals for a requested change of unit size, will increase the bedroom size of the unit effective the first of the month immediately following the date all required documents/information are received.

If the addition of a live-in aide is requested and approved, the bedroom size will increase the first of the month immediately following the date all required documents/information are received. You will have 60 days from the date of the approval letter to add an eligible live-in aide. The live-in aide eligibility will be determined once an application for the live-in aide is completed and submitted along with a government issued photo ID, Social Security card and birth certificate. If a live-in aide is not successfully added to the household within 60 days, the bedroom size will be decreased effective the first of the month immediately following the 60-day period.

3. If your request is denied, you have the right to grieve that decision in accordance with the grievance procedures set forth in the Housing Commission's Administrative Plan and/or Admissions and Continued Occupancy Plan.

### **Some things to keep in mind**

- The Housing Commission considers each request for reasonable accommodation as a separate request. The decision will be made on a case-by-case basis with the understanding that each person's needs and circumstances are unique.
- The Housing Commission may suggest an alternate accommodation from the one you requested. The decision depends on whether an accommodation will be effective in reducing the barriers to equal housing opportunity and whether or not it involves a fundamental change to the housing programs or creates an undue financial or administrative burden.
- The Housing Commission may from time-to-time re-evaluate your accommodation to determine if the need still exists.



# **APPENDIX IX**

## **NON-SMOKING POLICY**

It is the policy of the Housing Commission of Anne Arundel County (HCAAC) that all property owned by HCAAC shall be Non-Smoking, agency wide, to include all occupied units. Non-Smoking means that any lighted tobacco products, any other smoked product and the use of electronic cigarettes are prohibited on all HCAAC owned property, to include unit, balcony, patio, hallway, common areas, and grounds. Smoking may not occur in any outdoor area within 25 feet of housing units, administrative office buildings or other parts of the community not specifically designated by HCAAC as a designated smoking area. This policy applies to all persons including employees, contractors, residents and guests.

The Board of Commissioners has adopted this policy based upon § 965.653(c) indicating HUD's position for the purpose of providing a healthier environment for our residents and to eliminate the harmful effects of secondhand smoke, fire danger, and damage to housing units due to this behavior. Secondhand smoke is particularly dangerous to children and people with respiratory disease. It is the third leading cause of preventable death in the United States. In 2006, the US Surgeon General stated that there is no safe level of secondhand smoke. While HCAAC cannot ensure a smoke free environment it desires to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

### **Non-Smoking Properties:**

All of the premises below have been designated as non-smoking properties:

Meade Village  
Pinewood Village  
Freetown Village  
Pinewood Village East  
Freetown Village  
Glen Square  
Stoney Hill  
North Arundel Plaza  
Oakleaf Villas  
Thomas Pumphrey House  
Heritage Crest  
Heritage Overlook

Any new properties acquired and/or managed by PHA after July 1, 2016 shall be deemed smoke free and subject to this policy.

## **Designated Smoking Areas**

A designated smoking area is a physical location that will be identified on each HCACC property within which smoking or the use of electronic cigarettes is permitted. These areas will be covered structures and identified with “Designated Smoking Area” signs.

## **Housing Commission of Anne Arundel County Is Not a Guarantor of a Smoke-Free Environment**

The adoption of a smoke free living environment, and the efforts to designate a property as non-smoking, does not make HCAAC a guarantor of resident’s health or of the smoke free condition of the resident’s apartment and common areas. However, HCAAC shall take reasonable steps to enforce the non-smoking terms of its leases. HCAAC will post all property with “No Smoking signs inside and outside the buildings.

## **Resident Observation of Smoking Use on the Property**

If a Resident smells or observes smoke anywhere in the building or observes the use of a smokeless product, Resident should promptly give HCAAC a written statement of any incident where smoke is migrating into the Resident’s unit from sources outside of the Resident’s apartment unit. HCAAC will seek the source of the smoke use and take appropriate action it deems necessary to address the condition. Resident are responsible for all of their guests and informing them of the non-smoking policy.

## **Resident Prevention and Cessation:**

HCAAC will make a commitment to assist residents with the transition to a non-smoking policy. The transition period will be from July 1, 2016 through June 30, 2017.

- Human Service Coordinators will coordinate training, to be conducted on each property, to assist residents through this transition. These trainings will be held at least once quarterly for the first twelve (12) months, (through June 30, 2017).
- HCAAC will work with the American Lung Association and other specialists to develop a smoking cessation program for residents to assist with the adjustment to this policy.
- Staff will provide supplementary materials to residents such as a detailed list of smoking cessation community resources and supplementary information on the risks of secondhand smoke and smoking.
- For persons eligible for Medicare, Medicare will cover cessation sessions Medicare will cover products such as nicotine patches and counseling sessions.
- HCAAC will work with Baltimore Washington Medical Center (BWMC) smoking cessation program.
- HCAAC will work with ADAPT and the acupuncture specialists.

## **Relationship of Violation of Non-Smoking Policy to Residential Lease**

A resident will be in material non-compliance of his/her lease if the Resident, household member or guest violates the terms of the Non-Smoking Policy.

### **Enforcement Plan**

HCAAC will follow the enforcement steps below when a resident is found in violation of this policy. Outline enforcement plan:

- 1<sup>st</sup> Violation – verbal warning followed by providing the head of household with smoking cessation materials
- 2<sup>nd</sup> Violation – verbal warning followed by providing the head of household with smoking cessation materials and information listing prevention resources
- 3<sup>rd</sup> Violation - written warning letter followed by providing the head of household with smoking cessation materials and information listing prevention resources specialist
- 4<sup>th</sup> Violation – 30-Day Lease Termination notice

All applicants and residents will acknowledge receipt of this Policy. A Non-Smoking Lease Addendum in will be required for all residents at the time of lease execution (herein attached).

### **Disclaimer by HCAAC**

The adoption of a non-smoking policy and the efforts to designate the properties as smoke-free does not in any way change the standard of care the HCAAC would have to a Resident's household to render building and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental property. HCAAC cannot and does not warranty or promise that the units or common areas will be free of secondhand smoke. HCAAC's ability to monitor, or enforce the agreements of this policy is dependent in significant part on compliance by Resident and guests. Residents with respiratory ailments, allergies, or other physical or mental conditions relating to smoke are advised that HCAAC does not assume any further level of care to enforce this policy than any other obligation under the Lease.

### **Definitions:**

**“Designated Smoking Area”** means a physical location identified on each HCACC property within which smoking or the use of electronic cigarettes is permitted.

**“Property”** means all grounds, structures and parking areas including vehicles parked in parking areas.

**“Structures”** mean all residential units, building common areas, mailbox areas, sidewalks, entry ways, porches, balconies and patios.

**“Smoke and Smoking”** mean inhaling, exhaling or carrying any lighted cigar, cigarette or other tobacco products or similar lighted products, included but not limited to herbal products, in any manner regardless of the substance smoked or device in which the substance is smoke in. Smoking also includes the use of an electronic cigarette.

**“Electronic Cigarette”** means any electronic device that provides vapor liquid nicotine and/or other substances to the user as he or she simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

**“Second Hand Smoke”** means smoke that is exhaled by smokers or is given off by burning smoke or electronic cigarettes and is inhaled by persons nearby

**“Prevention Resource Specialist”** means a professional who facilitates and promotes positive growth in self, specific populations (i.e. smoking cessation groups), and the community at large.

**“Smoking Cessation”** means a stopping of some action, to stop smoking

## **APPENDIX X**

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

It is the policy of the Housing Commission of Anne Arundel County (PHA) to provide decent, safe, and secure dwelling units for the tenants and their families in all PHA communities.

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in HCAAC's Violence Against Women Act (VAWA) Policy, and which must be applied consistent with all nondiscrimination and fair housing requirements. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

#### **A. Termination of tenancy.**

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, HCAAC may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.

Further, nothing in this section shall prohibit HCAAC from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, sexual assault or stalking against the tenant, a member of the tenant's household, survivors of sexual assault, and intimate partner, affiliated individual, which includes any person living with the survivor and related to him or her by blood or marriage including the survivor's spouse, parent, brother, sister, child, or any person to whom the survivor stands in loco parentis for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, HCAAC shall not apply a more demanding standard to you than to other tenants.

**B. Bifurcation of Lease.** Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), HCAAC may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. HCAAC may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

**C. Certification.** If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, HCAAC may (but is not required to) request the individual to deliver to HCAAC a certification. The certification may be delivered in one of the following forms:

1. A HUD-approved form attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
2. 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 domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
3. A federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to HCAAC within 10 days after the request for certification is received from HCAAC. If the certification is not delivered within the 10-day period allowed, the provisions of this section will not apply and HCAAC may elect to terminate tenancy and evict without regard to the protections provided in this section.

**D. Confidentiality.** The law requires that information provided to HCAAC concerning an incident or incidents of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

**E. Notification.** The law requires that all existing tenants, as well as new tenants, of all HUD-covered programs receive notification of their rights under VAWA and HUD's VAWA regulations.

1. Notice of Occupancy Rights Under the Violence Against Women Act Form HUD-5380
2. Certification of Domestic Violence, Dating Violence Sexual Assault, or Stalking and Alternate Documentation Form HUD-5382
3. Lease Addendum Violence Against Women and Justice Department Reauthorization Act of 2005 Form HUD-91067

**F. Conflicting Evidence.** In cases of conflicting evidence, tenants and applicants who may need to submit third-party documentation to document occurrence of a VAWA crime have 30 calendar days to submit the third-party documentation. (See § 5.2007(b)(2).)

**G. Emergency Transfer Plan.** This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Housing Commission of Anne Arundel County is in compliance with VAWA.

### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from

further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify the on-site management office and submit a written request for a transfer to the on-site management office. The PHA may request certain documentation from tenant(s) seeking emergency transfers under VAWA. The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under The PHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Emergency Transfer Timing and Availability**

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, THE PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.



## **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.