

The Housing Authority of Mayfield

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

2019

Note:

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

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

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1.0 INTRODUCTION:

The purpose of the Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for MHA staff to follow in carrying out the program in a manner consistent with HUD requirements. This ACOP address policies as they relate to the operation of the Public Housing Program administered by MHA when regulatory guidance is not specified. MHA is responsible for complying with all changes in HUD regulations pertaining to this program. If such changes conflict with this ACOP, HUD regulations will have precedence. The MHA Board of Directors must approve this ACOP and any changes.

2.0 FAIR HOUSING POLICY

MHA prohibits discrimination based on race, color, religion, sex, national origin, sexual orientation or gender identity, ancestry, age disability, familial, marital or veteran status with regard to fair housing and equal employment opportunity. Inquiries regarding sexual orientation or gender identity are prohibited for purposes of determining eligibility of otherwise making housing available.

To further its commitment to full compliance with applicable Civil Rights laws. MHA will provide information to applicants/tenants regarding unlawful discrimination and resource available.

MHA's offices are accessible to persons with disabilities. Accessibility for the hearing impaired is available at TTY 711

3.0 REASONABLE ACCOMMODATION POLICY

It is the policy of MHA to be service directed in the administration of our housing programs and to exercise and demonstrate a high level of professionalism. A resident with a disability must first ask for a specific change to a policy or practice in writing as an accommodation of their disability before MHA will treat a person differently than anyone else. MHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the public housing program. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit or to reach the same level of achievement as those who do not have disabilities and is applicable to all situation described here in.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances.

Once the person's status as a qualified person with a disability is confirmed, MHA will review the request and make an applicable determination.

Individuals, whose requests were denied, will be given an opportunity for an informal hearing.

If at any time, MHA retracts a previously approved reasonable accommodation which results in a reduction in bedroom size, the tenant will be placed on the transfer list.

3.1 Verification of Disability

MHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act and Americans with Disabilities Act.

4.0 PRIVACY RIGHTS

Applicants and tenants, including all adults in their household, are required to sign the HUD form 9886 Authorization for Release of Information.

5.0 OUTREACH

MHA provides the following means to publicize and disseminate information to the public regarding rental assistance programs:

- MHA's website, press releases, advertisements, public relations through local media.
- Locally held informational meetings.
- Availability of information on MHA's website and its offices

6.0 APPLYING FOR ADMISSION

6.1 How to Apply

Families wishing to apply for Public Housing shall complete an on-line application for public housing assistance.

On-line applications may be completed using the computer located at 312 Brookside Drive Mayfield, KY or using a computer with internet access.

On-line applications are taken to compile a waiting list. Due to the demand for housing in the HA's jurisdiction, MHA may take applications on an "open enrollment" basis, depending on the length of the waiting list.

Completed on-line applications will be accepted for all applicants and the information will be verified by MHA.

Applicants are solely responsible to keep their on-line application information current.

6.2 Closing of Application In-take

MHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12-month period. Application taking may be suspended by bedroom size, if applicable. MHA will make known to the public through its website and on-line application site.

6.3 Opening of Application In-take

When MHA decides to start taking applications; the waiting list may be opened by bedroom size.

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

6.4 Application Period (Dates)

The application taking/closing date may be determined administratively while the HA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of public housing vacancies.

7.0 MISSED APPOINTMENTS

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

- Complete Application
- Ensure third-party verification information
- Briefing prior to Occupancy
- Leasing Signature
- Inspections
- Recertification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions
- Move-In appointments

7.1 Process When Appointment(s) Are Missed

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

7.2 Letters Mailed

If an applicant claims they did not receive a letter mailed that requested the applicant to provide information or to attend an interview, MHA will determine whether the letter was returned to MHA. If the letter was not returned to MHA, the applicant will be assumed to have received the letter.

If the letter was returned to MHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent. Applicants must post all changes to their on-line application, during the application process.

8.0 MISREPRESENTATION BY THE APPLICANT OR TENANT

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

9.0 ADMISSION ELIGIBILITY AND CRITERIA

9.1 Screening

MHA is responsible for screening family behavior and suitability for tenancy. All families who are admitted to the Public Housing Program in the HA must be individually determined eligible under the terms of this plan. To be determined eligible, an applicant family must meet **all** the following requirements:

- The applicant family must qualify as a family as defined in the Definitions Section.
- The applicant family's Total Annual Family Income as defined in the Definitions Section, must not exceed income limits established by HUD for Public Housing.
- Head of Household must be 18 years of age or older.

9.2 Sources of Information

Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), credit reports, National Crime Identification Center (NCIC) reports, landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the circumstances. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information, including the name and title of the individual contacted, and a resume of the information received.

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

9.3 Ineligibility

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

9.4 Single Person

Single persons, other than elderly or disabled, living alone or intending to live alone who do not meet any of the definitions of a family are only eligible for one bedroom and/or efficiency units.

9.5 Citizenship

Declaration of Citizenship: The HA may not provide assistance to nor make financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizen in HUD's assisted housing programs.

9.6 Increasing Family Size

Once an applicant becomes a tenant in the HA's public housing program, the head of household must request permission to add another person to the dwelling lease. The person being added must meet all eligibility requirements before the HA will approve any addition to the dwelling lease.

10.0 VERIFICATION AND DOCUMENTATION

Families are required to provide Social Security Numbers (SSN) for all family members prior to admission, if they have been issued SSN by the Social Security Administration.

10.1 Documentation

- Provide Social Security Card
- Sign a certification if they have not been assigned a SSN. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change. Verification will be done through a valid Social Security card issued by the Social Security Administration.

10.2 Other Acceptable Document to Verify SSN

- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099 or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of Social Security benefits with the Social Security Administration

10.3 Documentation

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

Additional documentation that may be required in determining eligibility:

- Temporary Assistance to Needy Families (TANF)
- Birth Certificate, or Driver's License that displays the date of Birth and/or form (s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
- Child Care Verification
- Credit References (History)
- Credit Bureau Reports
- Employer's Verification
- Landlord Verification
- Social Security Benefits
- Assets Verification
- Bank Accounts: Checking Accounts - \$500 + Balance Saving Accounts - \$100 + Balance
- Supplemental Social Security Income (SSI) Benefits
- Unemployment Compensation
- VA Benefits
- Any other reasonable information needed to determine eligibility may be requested by MHA, which may include police reports.

11.0 GROUNDWORKS FOR DENIAL OF ADMISSION

- Owes rent, other amounts, or judgments to any HA or any other federally subsidized housing program, the applicant will be declared ineligible.
- Have previously been evicted from MHA owned housing.
- Committed acts, which would constitute fraud in connection with any federally assisted housing program.
- Did not provide information required within the time frame specified during the application process.
- Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- Has a history of not meeting financial obligations, especially rent.

- Has a record or history of disturbance of neighbors, destruction of property, or living or housekeeping habits, which may adversely affect the health, safety, or welfare of the other tenants.
- Has a record or history of criminal activity involving crimes of physical violence to persons or property and other criminal activity, which may adversely affect the health, safety, or welfare of other tenants.
- During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.
- The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- The applicant and all adults must sign a release allowing MHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If MHA uses the information to deny or terminate assistance MHA must provide a copy of the information used in accordance with Criminal Records Management Policy.
- If the applicant is a former Public Housing or Section 8 participant, anywhere, who vacated the unit in violation of his lease, the applicant may be declared ineligible.

11.1 Controlled Substance/Alcohol

If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:

- The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
- Has successfully completed a court ordered supervised drug or alcohol rehabilitation program;
- Has otherwise been rehabilitated successfully; or
- is participating in Graves County's Drug Court Program.

11.2 Denied Admission

If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting, in writing, with the HA. A HA representative will hear the appeal and issue a decision as soon as practical after receipt of the written request of an informal meeting.

11.3 Ineligibility Terms

Applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

11.3.1 Denied admission for two (2) years for the following:

- Past rental record
- Bad rent paying habits
- Bad housekeeping habits, in and outside the unit
- Damages
- Disturbances
- Live-ins
- Vacating without proper notice
- Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

11.3.2 Denied admission for three (3) years for the following:

- Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction, or conviction (whichever is later).
- MHA can waive this requirement if: the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.

11.3.2 Denied admission for five (5) years for the following:

- Fraud (giving false information on the application is considered fraud).
- An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act or, conviction (Whichever is later).
- Drug use without evidence of rehabilitation.
- MHA will deny participation in public housing to applicants and will terminate assistance to participants who have engaged in violent criminal related activity

11.3.3 Denied admission for ten (10) years for the following:

- Drug Trafficking, the ten (10) years shall begin on the date of conviction.

11.3.4 Denied admission for life:

- To any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed" or "meth") anywhere.

12.0 FAMILY INFORMATION, VERIFICATION & PRIVACY RIGHTS

- The family must supply any information that MHA or HUD determines is necessary in the administration of the public housing program. "Information" includes any requested certification, release or other

documentation.

- The family must supply any information requested by MHA or HUD for use in a regularly scheduled annual or interim reexamination of family income, community service or self-sufficiency requirements and family composition in accordance with HUD requirements.
- Any information supplied by the family must be true and complete.
- The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with the administration of the program.
- Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release tenant information.
- Requests for information by other parties must be accompanied by a signed release request for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

The following levels of income verification are noted according to its hierarchy:

Highest: EIV is mandatory [Title 24 CFR 5.236(b)(2)].

High: Mandatory third-party written verification addressed directly to the HA).

Medium: Third-party oral: Mandatory if third-party written verification is not available.

Medium-low: Document review: To be used on a provisional basis, as a supplement to EIV, or in situations where EIV and third-party verification are not obtained.

Low: Tenant declaration: Last resort form of verification to be used when no other method is available.

13.0 DEFINITION OF TERMS

Definitions are amended from time to time and are contained in Title 24 CFR, which are incorporated by reference as if fully set out herein.

ADULT - An adult is a person who has reached his/her 18th birthday. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.

BREAK-IN - Break-in mean bona fide attempts at burglary, which are reported to the police department and are subject to verification by written police reports furnished by the local law enforcement entity.

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

CHILD CUSTODY - An applicant/occupant family who does not have full custody of child/children may only claim a child as a dependent by the following:

- The applicant/occupant must have primary custody of the child.
- The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. More than one applicant cannot claim the same child.

COMMUNITY SERVICE or SELF-SUFFICIENCY REQUIREMENT - Each non-exempt adult family member must perform eight (8) hours of qualifying community service or self-sufficiency activity per month.

DEPENDENT - A member of the family (except foster children **and foster adults**), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.

FAMILY - The term "family" as used in this policy means:

- Two or more persons, 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); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age or older to enter into a contract and is capable of functioning as the head of the household. If an individual is 18 and qualifies under the definition of family, the head of household and the all adults must be parties to the lease, if residing in the premises.
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family (a person, family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws);
- The remaining member of a tenant family; and
- A single person who is not elderly or a displaced person, or a person with disabilities, or the remaining member of a tenant family.

FLAT RENT - Is equal to the current Fair Market Rent established by HUD for the corresponding unit size.

INFANT - A child under the age of two years.

INTERIM REDETERMINATION OF RENT - Changes of rent between admissions and reexaminations and the next succeeding reexamination.

LIVE-IN AIDE - A person who resides with an Elderly or Disabled person or persons and who:

- Is determined by MHA to be essential to the care and well-being of the person(s)
- Is not obligated for support of the person(s)
- Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family. **A Live-in Aide must**

be approved, in advance, by the HA and meet eligibility requirements for public housing occupancy including a criminal background check.

MAXIMUM RENTS - The "maximum rent" for public housing authorities (HAs) referred to in Guidebook 7465.7, "Restrictions on Assistance to Non-citizens," is determined by the HA by using the methodology specified in Appendix A.

MINIMUM RENT - The minimum rent established by this HA is \$50.

MINOR - A "minor" is a person under eighteen years of age. (An unborn child may not be counted as a minor.)

NEAR ELDERLY - A family whose head or spouse or "sole member" is at least fifty years of age, but below the age of sixty-two.

RECERTIFICATION - Recertification is sometimes called reexamination. The process of securing documentation, which indicates that tenants meet the eligibility requirements for continued occupancy.

RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective if required because of the annual re-examination of eligibility and rent. The re-examination date(s) is the anniversary date (month) of the lease.

REMAINING MEMBER OF THE RESIDENT FAMILY - The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations to remain in the unit.

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

14.0 TENANT SELECTION AND ASSIGNMENT PLAN

14.1 Selection Process

Tenants shall be selected from among eligible applicant families whose family composition is appropriate to available dwelling units. The HA will take into consideration the needs of individual families for low rent

housing and the statutory purpose in developing and operating a socially and financially sound low-income housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body. Selection will be made in such a manner as:

- For every fiscal year, each HA shall reserve a percentage of its new admissions for families whose incomes do not exceed thirty percent of the area median income. The goal for public housing shall be forty percent of new admissions. In reaching the new admissions goals, the HA's are required to avoid concentrating very low-income families in projects and must comply with the de-concentration policy.
- To maintain a tenant body in each project composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in the HA's area of operation as defined by state law.

14.2 Order of Selection

Applications will be filed in the following hierarchical order:

- Unit size\type needed by applicants
- Preferences,
 - Local 100 points
 - Homeless Vet 50 points
 - Disabled/Elderly 50 points for 1-BR only
 - Homeless Vet
- Date and time of application
- Provided, however, the provisions of the de-concentration rule, contained within this policy, shall supersede the selection of applicants based on date and time and local preference points, if applicable, and allow MHA to skip families on the waiting list to accomplish this goal.

14.3 Verification of Preference

At the time of application, initial determinations of an applicant's entitlement to a Preference may be made based on an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

15.0 GROUNDS FOR DENIAL AND OPPORTUNITY FOR HEARING

If MHA determines that an applicant does not meet the criteria for receiving housing, MHA must promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with MHA's designee to review it. If requested within ten (10) days, the meeting must be conducted by a person or persons designated by MHA. The person designated by MHA to conduct the informal hearing shall be an impartial person appointed by MHA other than a person who made the approval of MHA's action under review or a subordinate of such person. The procedures specified in this section must be carried out in accordance with HUD's requirements. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against based on race, color, religion, sex, handicap, familial status and national origin.

Note:

The HA grievance procedure applies only to residents. It does NOT apply to applicants or nonpublic housing program renters.

16.0 ORIENTATION OF FAMILIES

16.1 Purpose of the Briefing

The purpose of the briefing is to cover the occupancy requirements for the tenant and the landlord. The briefing is conducted as follows:

- Once MHA determines that an applicant is eligible, and the applicant's name reaches the top of the waiting list, the HA shall offer an apartment to the applicant. The applicant shall be given an opportunity to view the apartment prior to the signing of the lease and other documents required before occupancy.

If an applicant rejects the offer, the applicant will be notified that their name has been removed from the waiting list. This will be explained verbally and followed-up in writing to the applicant.

- The applicable deposit, unearned rent and other charges, (if applicable), will be collected, as soon as possible after the briefing is scheduled, and before the briefing is held. The applicant shall furnish proof that all tenant-supplied utilities are in service prior to the lease being signed.
- At the briefing, the Lease and Grievance Procedure is explained in detail to the applicant and/or applicants (there can be more than one family at the briefing.)
- The signing of all required occupancy forms is to be privately handled at the end of each briefing.

16.2 Briefing Attendance Requirement

- All families (head of household required, and all other adult family members are encouraged) are required to attend the briefing when they are initially accepted for occupancy. No family can be housed if they have not attended a briefing.
- Failure to attend a scheduled briefing (without notice to MHA) will result in the family's application

being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

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

16.3 Format of the Briefing

The applicant is provided a copy of the Dwelling Lease and Grievance Procedure and the provisions of the Lease and Grievance Procedure are explained to the Tenant, and the lease specifies the unit to be occupied, family composition, date of admission, the rent to be charged, utility allowances, (if applicable) excess utilities, and the terms of occupancy. The applicant shall be provided with a move-in package containing additional policies, schedules of charges, etc. If for any reason the family becomes over or under housed they must be informed that once a unit of the appropriate size is available, they must move to the appropriate size unit as outlined in Transfers. Also, if there is a change in family composition that caused the family to be over or under housed the family will be required to move to the appropriate size unit when a unit becomes available. The moving date should be within thirty (30) days of the date of MHA's written notification to the affected family. If MHA has more vacancies than families on the waiting list for the unit size of the family that is over housed, the family may remain in the unit until the next scheduled re-exam. However, families that are under housed should be housed in the appropriate size unit as soon as a unit is made available, but not more than thirty days after notice from the HA.

16.4 Dwelling Lease Completion

- All adult members of the household, including the head of household of the family notified for admission to the housing communities shall be required to execute the Dwelling Lease prior to admission. One executed copy is to be furnished the family and the original executed copy is to be retained in the Tenant file established for the family by MHA. A copy of the Grievance Procedure shall be attached to the family's copy of the Lease.
- When a Tenant family transfer to another dwelling, the existing Lease shall be canceled, and a new Dwelling Lease executed for the present dwelling for the remainder of the term of the lease for the previous dwelling.
- If at any time during the life of the Dwelling Lease, any other changes in the Tenant's status results in the need to change or amend any provision of the Lease, or if the tenant status changes resulting in a replacement of page one of the Lease, this page shall be completed, signed, and a copy given to the family as the replacement for page one.
- A duplicate form of acknowledgment and understanding which lists all items of which the tenant has been informed shall be signed by the tenant and the HA representative. A copy of this form shall be attached to the family's copy of the lease along with copies of items as referred to and a copy maintained in the tenant's file.

17.0

ANNUAL INSPECTIONS OF PUBLIC HOUSING UNITS

MHA has a system in place that documents the inspection of all public housing units. If the inspection results in a work order, the repairs are made in accordance to the urgency of need as documented by the inspection sheet. MHA has a system that tracks each inspection. The inspection system used by MHA meets or exceeds the requirements of the Uniform Physical Condition Standards (UPCS).

18.0

INSPECTION AND ENTRY OF UNIT PROCEDURES

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

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

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

MHA staff and/or agents of MHA, at the direction of the Police will open the door to a unit when law-enforcement officials present a lawfully executed search warrant (plus, provide a copy of the search warrant to MHA staff) for a dwelling unit managed by MHA. MHA staff and/or its agents will write down the name(s) of the Police Officers and keep the copy of the search warrant. These documents will be filed in the resident's file folder. MHA staff will not enter the unit. This action will prevent the law enforcement officers from having to breakdown the door and causing damages to the unit.

19.0.

TYPES OF INSPECTIONS:

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

19.1 Move-in Inspections

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

19.2 Move-out Inspections

Performed with tenant, if possible, and documented by MHA on inspection form and signed by the tenant, if present. This inspection determines if the tenant is responsible for any damages and owes MHA funds. Any deposit will be used to offset the funds due MHA.

19.3 Annual Inspections

MHA inspects 100% of its units annually using standards that meet or exceed Uniform Physical Condition Standards (UPCS).

19.4 Preventive Maintenance (PM) Inspections

PM inspections are performed by MHA staffs on a regular basis and the residents are given at least two days' notice prior to the inspection.

19.5 Project Manager Inspections

The HA representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days' notice, prior to the inspection.

19.6 Special Inspections

Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the HA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected tenants will be given two days' notice.

19.7 Emergency Inspections

If any employee and/or agent of MHA has reason to believe that an emergency exists within the public housing unit, the unit can be entered **without** notice. The person(s) that enters the unit must leave a written notice to the tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

20.0 DETERMINATION OF RENT, REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

20.1 Determination of Rent

The TTP is calculated in accordance with HUD regulations. MHA has established a \$50 minimum rent.

20.2 Changes in Rent

The tenant rent at the time of admission or annual reexamination will remain in effect for the period between regular rent determinations unless there were changes in family circumstances. Tenant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence, such as:

- Changes of family composition for any reason;
- Changes in employment by any adult household member; or
- To correct errors made at admissions or reexamination, which shall be retroactive to the date of error.
- Temporary employment/unemployment or increases/decrease in wages “for any reason” of less than 30 days will not trigger a rent adjustment.

20.3 Annual Reexamination:

- Once each year, or as required by HUD, MHA will re determine each tenant’s family composition, income and other items required by HUD. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of Tenant to report the necessary information, the HA may terminate the Lease. This reexamination shall be done at least thirty days and not more than one hundred twenty days prior to the anniversary month and shall take effect on the anniversary month.
- MHA has elected, as allowed and in accordance with HUD regulation, to conduct tri-annual recertification of families who have fixed incomes which comprise 90% of total household income.
- Upon completion of reexamination and verification, Tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the Tenant's file.)
 - (1) Any change in rent and the date on which it becomes effective.
 - (2) Any change required in the size of dwelling unit occupied.
 - (3) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
 - (4) The amount of the tenant rent and the amount of the flat rent.
- In the event of change in tenant circumstances tenant will be sent a notice to report to the management office at a specified date and time to execute a new first page of the Lease.
- If the HA determines that the size of the premises is no longer appropriate for Tenant's needs, the tenant may be required to transfer to a different unit as outlined in HA’s Internal Transfer Policy.

20.4 Interim Re-determination of Rent

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

- Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal

or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.

- Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
- The starting or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, TANF, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources, which constitute the sum of monthly payments for a preceding period paid in a lump sum, must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period.
- Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent.
- Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.
- A tenant who has had an income reduction after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.

20.5 Flat Rent

For families electing to pay the flat rent, the head of household may request at any time that their rent be changed to income-based rent due to a financial hardship. Financial hardships include the following situations:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction in employment, death in the family, or reduction in or loss of earnings or other assistance;
- The family has experienced an increase in expenses, because of changes circumstances, for medical cost, child care, transportation, education, or similar items; **or**
- Such other situations determined by the HA to be appropriate.
- A family that changes from flat rent to income-based rent may not return to flat rent until the next annual reexamination.

Exception, individuals who have increase in income and are not at zero income need only report the increase income at annual recertification.

20.6 Notice of Temporary Rent

On occasions, MHA is required to compute rent based on information that is supplied by the tenant and third-party information that has not or will not be provided by the employer. When this situation occurs, MHA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If an underpayment was made based on the information provided, the tenant will have fourteen (14) days from the date of MHA notification to pay the amount specified. If the

tenant has made an overpayment, that amount will be credited to the tenant account. The Head of Household and Spouse (if applicable), and a MHA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the tenant.

20.7 The effective dates of Interim Re-determination of rent:

- Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
- The tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure on the part of the tenant to report such increase in income and a when the tenant had zero income.
- Any interim change in rent will require re-verification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination.
- Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
- Employment, unemployment or changes in employment of any nature (example, employed but not working due to illness that is not compensated by the Employer) of the family head, spouse or any other wage earner 18 years of age or older.
- If it is found that a tenant has misrepresented or failed to report facts upon which rent is based so that the tenant is paying less than the tenant should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The tenant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation, which may result in eviction.

20.8 Special Reexaminations

Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

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

20.9 Reduction of Welfare Benefits

If the resident requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the family's benefits have been reduced because of:

- Noncompliance with economic self-sufficiency program or;
- Work activities requirements or;
- Because of fraud.

21.0 TRANSFER

21.1 Objectives of the Transfer Policy

- To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- To facilitate relocation when required for modernization or other management purposes.
- To facilitate relocation of families with inadequate housing accommodations.
- To eliminate vacancy loss and other expense due to unnecessary transfers.

21.2 Types of Transfers

- MHA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers MHA will cover the cost of the transfer pursuant to cost allowed by HUD.
- Tenant may request a reasonable accommodation transfer. MHA will verify with the tenant's medical the accommodation requested is appropriate for the tenant's disability. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site.
- Convenience Transfers: The Executive Director or their designee may at their discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. The tenant must pay for all their moving expenses and a transfer fee. A "Transfer Charge" of \$500 for processing, administrative and routine maintenance costs involved in the transfer is to be paid before the transfer can be approved. The tenant is allowed a period of 3 days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than 3 days and the keys are not turned in the tenant will be charged \$30 per day for each day the keys are not turned in to MHA. Prior to the transfer MHA will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay because of tenant caused damages, if any. All transfer charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. MHA will perform a final

inspection, with the tenant, on the unit that the tenant transferred from, after the keys are turned in, and a final determination will be made by the HA staff as to additional charges that may be due MHA. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due MHA, because of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from MHA. The tenant must sign a transfer agreement after MHA has authorized the transfer and prior to the transfer.

Request for transfers for convenience must be made, in writing, to MHA at its central office stating the reason for the requested transfer. MHA will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenants responsibility to pay prior to the transfer.

- Transfers for Over/Under-housed Families to the Appropriate Unit - The HA may transfer residents to the appropriately sized unit and that tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:
 - (1) Determination of the correct sized apartment shall be in accordance with MHA's occupancy guidelines, as outlined in Occupancy Guidelines.
 - (2) Transfers into the appropriately sized unit will be made within the same neighborhood unless that size does not exist on the site.
 - (3) The tenant must pay for their moving expenses, and the cost of repairing tenant caused damages to the unit moving out of.

21.3 Priorities for Transfers

All transfers must be either for health reasons, for relocation to an appropriately sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:

1. HA initiated transfers, i.e. modernization
2. Transfers for ADA compliance (Reasonable Accommodation),
3. Tenants who are under-housed by two or more bedrooms,
4. Tenants who are over-housed by two or more bedrooms,
5. Tenants who are under-housed by one bedroom,
6. Tenants who are over-housed by one bedroom; and,
7. Convenience transfers.

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

21.4 Transfer Procedures

- Prepare a prioritized transfer list, as needed, at reexamination.
- Notify residents by letter of their pending transfer.
- Participate in evaluation of request for transfer based on approved medical reasons.
- Issue final offer of vacant apartment as soon as vacant apartment is identified.

- Issue notice to transfer as soon as vacant apartment is available for occupancy.
- Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both apartments involved in the transfer, charging for any resident damages that are not considered normal wear and tear.
- When the tenant is transferred for modernization, the cost of the transfer shall be paid by MHA, pursuant to cost that is allowed by HUD.
- Only one offer of a unit will be made to each tenant being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse one offer. In the case of a family being transferred from a unit, which is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the one unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a tenant declines a unit offered meeting their reasonable accommodation request, MHA will notify the tenant, at that time, that MHA is not obligated to make any subsequent offers. MHA will notify the tenant that MHA has discharged its obligations to the tenant and he/she will remain in the unit at his/her own risk, and that MHA assumes no liability for the tenants' condition.
- Right of MHA in transfer policy - The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a tenant to transfer or refuse transfer.

22.0 LEASE TERMINATION AND EVICTIONS

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

- 22.1 Seven (7) calendar days for violent or drug related criminal activity including violation of the one strike policy;
- 22.2 Fourteen (14) calendar days for non-payment;
- 22.3 Thirty (30) calendar days for all other cases, unless State law permits a shorter period.

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

23.0 COMPLAINTS AND GRIEVANCE PROCEDURES

Complaints and Grievance Procedures shall be accomplished in accordance with MHA approved Grievance Procedure. The grievance procedure is incorporated into this document (see **APPENDIX B**). The grievance procedure is only applicable to residents of the HA's public housing program.

24.0 SECURITY DEPOSITS

A security deposit shall be made pursuant to a schedule posted in MHA office. Security deposits may be refunded as provided in the Lease and in this procedure. No security deposit shall be returned until keys to the unit have been returned by the tenant to MHA. All fees for pets shall be made in accordance with the MHA pet policy. There is no interest accrued or paid on any security deposit refunds.

25.0 OCCUPANCY GUIDELINES

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

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

- Assignments shall be made so that two people occupy a room regardless of age or sex.
- At the option of the MHA, an infant, up to the age of two years, may share a bedroom with its parent(s), but the tenant shall not be required to do so.
- Every family member is to be counted as a person.
- The living room shall not be counted as a bedroom.

26.0 CLOSING OF FILES AND/ PURGING INACTIVE FILES

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

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

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

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

27.0 PROGRAM MANAGEMENT PLAN - Organization Plan

Reference the HA's adopted personnel policy for the organization plan of the HA.

28.0 GRIEVANCE PROCEDURE

28.1 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a Tenant shall be entitled to a hearing before a hearing officer.

28.2 DEFINITIONS

For this Grievance Procedure, the following definitions are applicable:

28.2.1 "Grievance" shall mean any dispute, which a Tenant may have with respect to Landlord action or failure to act in accordance with the individual Tenant's lease, or Landlord regulations, which adversely affect the individual Tenant's rights, duties, welfare or status. Grievance does not include any dispute a Tenant may have with Landlord concerning a termination of tenancy or eviction that involves any activity that 27 threaten the health, safety, or right to peaceful enjoyment of the Landlord's public housing premises by other Tenants or employees of the Landlord, or any criminal activity or drug-related criminal activity on or off such premises.

28.2.2 "Complainant" shall mean any Tenant whose grievance is presented to the Landlord or at the Central Office in accordance with Section III and Section IV.

28.2.3 "Elements of due process" shall mean 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 Landlord including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
- (4) A decision on the merits.

28.2.4 "Hearing officer" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with respect thereto.

28.2.5 *Tenant* shall mean the adult person (or persons) (other than a live-in aide):

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

28.2.6 *Resident organization* includes a resident management corporation.

28.2.7 **Promptly** (as used in Section III, and IV. (D)) shall mean within ten calendar days from the date of mailing of the adverse action or grievable complaint.

28.3 PROCEDURES PRIOR TO A HEARING

Informal settlement of grievance. Any grievance shall be promptly and personally presented, either orally or in writing, to the Landlord's central office site so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the Landlord's Tenant file. The summary shall specify the names of the participants, 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 hearing under these procedures may be obtained if the Tenant is not satisfied. **The purpose of this informal settlement of grievance is to allow the Tenant and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference shall become a "hearing" and the procedures found in Section IV hereof shall apply. The housing authority shall notify the Tenant of the date and time that the hearing will take place.**

28.4 PROCEDURES TO OBTAIN A HEARING

28.4.1 *Request for hearing.* If the Tenant is not satisfied with the informal settlement of grievance provided for in Section III, the Tenant shall submit a written request for a hearing to the Landlord or the project office within ten calendar days from date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought.

28.4.2 *Selection of Hearing Officer.* A grievance hearing shall be conducted by an impartial person appointed

by the Landlord other than a person who made or approved the Landlord action under review or a subordinate of such person.

28.4.3 *Failure to request a hearing.* If the Tenant does not request a hearing in accordance with this Section, then the Landlord's disposition of the grievance under Section III shall become final: *Provided*, That failure to request a hearing shall not constitute a waiver by the Tenant of the right thereafter to contest the Landlord's action in disposing of the complaint in an appropriate judicial proceeding.

28.4.4 *Hearing prerequisite.* All grievances shall be promptly presented in person, either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section: *Provided*, That if the Tenant shall show good cause why there was failure to proceed in accordance with Section III to the hearing officer, the provisions of this Subsection may be waived by the hearing officer.

28.4.5 *Escrow deposit.* Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Landlord claims is due, the Tenant shall pay to the Landlord an amount equal to the amount of 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 Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Landlord until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending. The Landlord in extenuating circumstances may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: *Provided*, that failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Landlord's disposition of his grievance in any appropriate judicial proceeding.

28.4.6 *Scheduling of hearings.* Upon the Tenant's compliance with this Section, or upon the housing authority notifying the tenant or his/her representative that a hearing will be held, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to the Tenant, Landlord and the Hearing Officer. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered to the Tenant and the appropriate Landlord official.

28.5 PROCEDURES GOVERNING THE HEARING

28.5.1 The Tenant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the grievance hearing any Landlord documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be provided a copy of any such document at the Tenant's expense. If the Landlord does not make the document available for examination upon request by the Tenant, the Landlord may not rely on such document at the grievance hearing.
- (2) 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;
- (3) The right to a private hearing unless the Tenant requests a public hearing;
- (4) The right to present evidence and arguments in support of the Tenant's complaint, to controvert evidence relied on by the Landlord or project management, and to confront and cross-examine all

witnesses upon whose testimony or information the Landlord or project management relies; and

- (5) A decision based solely and exclusively upon the facts presented at the hearing.

28.5.2 *Accommodation of persons with disabilities.*

- (1) The Landlord shall provide reasonable accommodation for persons with disabilities to participate in the hearing.

Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

- (2) If the Tenant is visually impaired, any notice to the Tenant, which is required by these procedures, must be in an accessible format.

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

28.6. DECISION OF THE HEARING OFFICER

28.6.1 The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time (not to exceed 30 calendar days) after the hearing. A copy of the decision shall be sent to the Tenant and the Landlord. The Landlord shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Landlord and made available for inspection by a prospective complainant, his representative, or the hearing officer.

28.6.2 The decision of the hearing officer shall be binding on the Landlord which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Landlord's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

- (1) The grievance does not concern Landlord action or failure to act in accordance with or involving the Tenant's lease or Landlord regulations, which adversely affect the Tenant's rights, duties, welfare or status;
- (2) The decision of the hearing officer is contrary to applicable Federal, State or local law, Landlord regulations or requirements of the Annual Contributions Contract between Landlord and the U.S. Department of Housing and Urban Development.

28.6.3 A decision by the hearing officer or Board of Commissioners in favor of the Landlord or which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Tenant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.