

Housing Authority of the Village of Hillsdale
Board of Commissioners
Regular Meeting
Tuesday, June 27, 2023
12:30 pm

Housing Authority of St. Louis County
8865 Natural Bridge
St. Louis, Missouri 63121

Agenda Item	Individual	Action
1. Roll Call	Terri Acoff-States	Informational
2. Approval of Minutes Regular Meeting held March 28, 2023	Chairwoman	Motion Second Vote
3. Public Comments	Chairwoman	Informational
4. Executive Director's Report	Shannon Koenig	Informational
5. Financial Reports for period ending April 30, 2023	Carolyn Riddle	Motion Second Vote
6. Other Business A. Housing Administration Report	Katrina Sommer	Informational
B. Facilities and Maintenance Report	William Barry	Informational
C. Admissions and Continued Occupancy Policy (ACOP) Updates	Emily Smith	Informational
7. Executive Session Subject to an affirmative vote of the Board of Commissioners, an Executive Session may be held to discuss personnel issues, real estate, or litigation matters pursuant to RSMo Sections 610.021 to 610.022.	Chairwoman	Motion Second Vote
8. Scheduling Next Meeting September 19, 2023	Chairwoman	Informational
9. Adjournment	Chairwoman	Motion Second Vote

HOUSING AUTHORITY OF THE VILLAGE OF HILSDALE
BOARD OF COMMISSIONERS MEETING
TUESDAY, MARCH 28, 2023
MEETING MINUTES

ROLL CALL:

COMMISSIONERS:

Margo McElroy, Chairwoman
Brenda Nash, Commissioner
Elmira Gilmore, Commissioner

STAFF:

Shannon Koenig, Executive Director and CEO
Terri Acoff-States, Executive Assistant
Mike Chapman, Chief Operating Officer
Judy Ricks, Chief Administrative Officer
Katrina Sommer, Deputy Chief Operating Officer
William Barry, Director, Maintenance and Facilities
Anna Holyan, Director, Strategic Initiatives
Carolyn Riddle, Interim Finance Director

Approval of Minutes of Regular Board Meeting held Wednesday, December 7, 2022:

Commissioner Brenda Nash moved to approve the minutes of the regular board meeting held Wednesday, December 7, 2022, which motion was seconded by Commissioner Elmira Gilmore. Upon roll call the "Ayes" and "Nays" were as follows:

AYES

NAYS

M. McElroy
E. Gilmore
B. Nash

None

The Chairwoman declared the motion passed.

PUBLIC COMMENTS:

No public comments.

EXECUTIVE DIRECTOR'S REPORT:

Ms. Koenig welcomed everyone and thanked them for attending the meeting.

Ms. Koenig presented the Board with a look at the year ahead. She stated in 2023 the Agency will continue to optimize internal operations that will include managing the transition to an in-house facilities and maintenance team that serves the main facility, public housing, and affordable developments. She stated the Agency is ensuring the finance operation is equipped to handle day-to-operations as well as monthly and annual reporting responsibilities. She said the Agency is also capitalizing on the housing administration division to better manage compliance of public housing and affordable developments.

Ms. Koenig informed the Board that two real estate development transactions will close this year: Wellston Public Housing and Arbor Hill redevelopment.

Ms. Koenig said that the Agency is shifting focus externally, concentrating on effective communications, increased partnerships, rebranding, and updating the website.

FINANCIAL REPORT:

- A. Ms. Riddle reviewed the Financial Reports for period ending December 31, 2022. Commissioner Brenda Nash moved to approve the December 31, 2022 Financial Reports as read and discussed which motion was seconded by Commissioner Elmira Gilmore and upon roll call the "Ayes" and "Nays" were as follows:

<u>AYES</u>	<u>NAYS</u>
M. McElroy	None
E. Gilmore	
B. Nash	

The Chairwoman declared the motion passed.

- B. Ms. Riddle reviewed the Financial Reports for period ending January 31, 2023. Commissioner Elmira Gilmore moved to approve the January 31, 2023 Financial Reports as read and discussed which motion was seconded by Commissioner Brenda Nash and upon roll call the "Ayes" and "Nays" were as follows:

<u>AYES</u>	<u>NAYS</u>
M. McElroy	None
E. Gilmore	
B. Nash	

The Chairwoman declared the motion passed.

OTHER BUSINESS:

- A. Housing Authority of the Village of Hillsdale Write-Offs - Resolution No. 1422:

Ms. Riddle presented the board with the quarterly write-offs of uncollectable rents. After discussion, Chairwoman Margo McElroy asked for a motion to approve Resolution No. 1422, Housing Authority of the Village of Hillsdale Write-Offs. Commissioner Brenda Nash motioned for approval, Commissioner Elmira Gilmore seconded the motion. Upon roll call the "Ayes" and "Nays" were as follows:

<u>AYES</u>	<u>NAYS</u>
M. McElroy	None
E. Gilmore	
B. Nash	

The Chairwoman declared the motion passed.

- B. Housing Administration Report:

Ms. Sommer reviewed the Housing Administration Report.

- C. Facilities and Maintenance Report:

Mr. Barry reviewed the monthly maintenance and supply costs for the Housing Authority of the Village of Hillsdale public housing from October through December 31, 2022.

- D. Agency Performance Report:

Ms. Holyan presented an overview of the redesigned Agency Performance Report. She stated this report summarizes the metrics that both the Department of Housing and Urban Development (HUD) and the Housing Authority use to determine how well the organization is performing.

Ms. Holyan informed the Board that this report will be presented quarterly.

EXECUTIVE SESSION:

An Executive Session was not held.

SCHEDULE NEXT BOARD MEETING:

The next meeting is scheduled for Tuesday, June 27, 2023.

ADJOURNMENT OF MEETING:

There being no further business to come before the board, Chairwoman Margo McElroy asked for a motion to adjourn. Commissioner Brenda Nash moved for adjournment, which motion was seconded by Commissioner Elmira Gilmore. Upon roll call, "Ayes" and "Nays" were as follows:

AYES

M. McElroy
E. Gilmore
B. Nash

NAYS

None

The Chairwoman declared the motion passed.

Chairwoman

Secretary

Date

Memorandum



To: Board of Commissioners, Housing Authority of the Village of Hillsdale

From: Shannon Koenig, Executive Director and CEO

Date: June 27, 2023

Subject: *Executive Director's Report*

This memo provides information about select Housing Authority activities.

I. Wellston Redevelopment

In March, financing closed for the redevelopment of the Wellston public housing. The Housing Authority of St. Louis County has been working over the last several years to help redevelop the 201-unit portfolio. The units in Wellston are no longer public housing. Construction will begin soon and will take about two years to complete. The result will be a 186-unit affordable scattered site development in Wellston.

The groundbreaking in April was well attended and had good coverage by local media outlets. Thanks to our commissioners for attending. County and Pagedale commissioners and elected officials also attended the event.

II. Annual Plan Available Soon

The draft Annual Plan for 2024 will be available soon. Later this month, staff will share a link for you to review the plan online. Staff will request your approval of this document at the September 19 regular commission meeting. A hard copy of the plan will be provided in your September board packet. If you would like to request a hard copy sooner, please contact Terri Acoff-States.

III. Communications

The Authority selected Bailey & Co. to lead our rebranding, update our logo, and develop a new website, all of which should be completed within a year. Bailey & Co. will also assist with media relations on an ad hoc basis moving forward.

IV. Save the Date for our Fall Fellowship and Gratitude Event - September 27

Authority staff will host an event this fall that will bring together commissioners from all four housing authorities, along with select staff and local elected officials for food, fellowship, and gratitude. Please mark your calendar for Wednesday, September 27 from 3 - 6 pm for this event. Invitation to follow.



To: Board of Commissioners, Housing Authority of the Village of Hillsdale

Through: Shannon Koenig, Executive Director and CEO

From: Carolyn Riddle, Interim Finance Director

Date: June 27, 2023

Subject: *Financial Summary*

This memo provides a narrative explanation for the period ending April 30, 2023 financial reports.

I. Recommendation

Staff recommends the Board approve the financial statements and accompanying narrative, as prepared.

II. Highlights

A. Revenue

Total operating income for the year is under budget by 24% which is primarily due to the timing of capital grant drawdowns.

B. Expense

Total operating expenses are over budget by 5%, mostly due to unit repair costs which were over budget for the month.

C. Net Income

The total operating net income is \$3,971, but including depreciation expense, the total net loss is (\$6,169).

D. Cash

As of April 30, 2023, the cash balance in the operating bank account is \$190,022. An operating subsidy of \$6,416 was received and \$8,549 was transferred out for operating expenses net of tenant rent.

III. Attachments

- A. Budgeted Income Statement
- B. Cash Report
- C. Tenant Rents

Hillsdale Housing Authority
Budgeted Income Statement
As of April 2023

Hillsdale HA								
	YTD Actual	YTD Budget	Variance	% Variance	Monthly Actual	Monthly Budget	Variance	% Variance
OPERATING ITEMS								
Total Operating Subsidy	32,984	32,785	199		6,416	8,196	(1,780)	
Total Capital Grants	-	15,487	(15,487)		-	3,872	(3,872)	
Total Tenant Charges	18,561	19,642	(1,082)		5,617	4,911	706	
Total Investment Income	76	4	73		24	1	23	
Total Miscellaneous Other Income	-	8	(8)		-	2	(2)	
Total Income	51,621	67,926	(16,305)	-24%	12,058	16,981	(4,925)	-29%
EXPENSE ITEMS								
Total Rents and Utility Reimbursements	1,188	1,830	(642)		412	458	(46)	
Total Salaries	6,618	9,272	(2,654)		1,607	2,318	(711)	
Total Benefits and Taxes	2,123	2,567	(444)		599	642	(43)	
Total Training, Seminars, Conferences	-	40	(40)		-	10	(10)	
Total Admin	9,929	13,709	(3,781)	-28%	2,618	3,427	(809)	-24%
Total Utilities	6,068	5,489	579		1,424	1,372	52	
Total Materials	2,248	2,484	(236)		434	621	(187)	
Total Contract Costs	14,494	6,077	8,416		1,345	1,519	(174)	
Total Tenant Services Expense	977	-	977		-	-	-	
Total Other Maintenance Expenses	657	809	(152)		84	202	(118)	
Total Outside Services	-	-	-		-	-	-	
Total Other Occupancy Expenses	1,203	1,421	(217)		27	355	(328)	
Total Occupancy Expense	25,646	16,279	9,367	58%	3,314	4,070	(756)	-19%
Total Insurance	3,966	3,446	519		973	862	112	
Total Outside Services	145	-	145		87	-	87	
Total Professional Fees	952	3,805	(2,853)		-	951	(951)	
Total Other Fees	5,272	5,473	(202)		40	1,368	(1,329)	
Total Telephone and Technology	640	494	146		313	123	190	
Total Other Administrative Expenses	1,100	2,125	(1,025)		103	531	(428)	
Total Other General	12,076	15,344	(3,269)	-21%	1,517	3,836	(2,319)	-60%
Total Expenses	47,650	45,332	2,317	5%	7,449	11,333	(3,884)	-34%
Total Net Operating Income	3,971	22,593	(18,621)		4,609	5,648	(1,041)	
NON-OPERATING ITEMS								
Total Depreciation Expense	(10,141)	(9,675)	(466)		(2,535)	(2,419)	(117)	
Total Non-Operating Items	(10,141)	(9,675)	(466)		(2,535)	(2,419)	(117)	
Net Income (Loss)	(6,169)	12,918	(19,088)		2,073	3,230	(1,157)	

**Housing Authority of the City of Hillsdale
Cash Report
April 2023**

Hillsdale - US Bank

BEGINNING BOOK CASH BALANCE \$ **192,151.19**
4/1/2023

ADD:

Tenant Rent	
Security Deposits	
FSS Deposits	
Other Deposits	
Operating Subsidy	6,416.00
Interest	23.69
Transfer	
Other Revenue	
TOTAL DEPOSITS	6,439.69

LESS:

Other Transfers	(8,549.48)
Manual Checks	
Checks	
NSF / Service Fees	(19.76)
Withdraws/Other Deductions	
Operating Subsidy Out	
TOTAL PAYMENTS	(8,569.24)

ENDING BOOK CASH BALANCE 4/30/2023 \$ **190,021.64**

Ending Bank Balance 4/30/23 \$ 190,021.64

Outstanding Checks	
ACH in Transit	
Unearned Revenue	
Adjusted Bank Balance 4/30/2023	\$ 190,021.64

Variance

Unrestricted Cash	184,930.64
Security Deposit Cash	5,091.00
Restricted Cash	-
	190,021.64

Hillsdale Housing Authority

Account Detail

Period = Apr 2023

Property	Account	Period	Person	Amount	Remarks
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0022459)	96.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0000246)	650.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0027626)	725.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0000239)	114.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0020712)	650.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0034111)	243.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0000243)	105.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0017195)	72.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0027545)	323.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0027529)	771.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0000237)	525.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0020738)	50.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0023214)	399.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0027603)	457.00	:Rent 04/23
1220bhil	4300-00-240 Tenant Rent	04-2023	(t0034120)	437.00	:Rent 04/23
					5,617.00



Memorandum

To: Board of Commissioners, Housing Authority of the Village of Hillsdale

Through: Shannon Koenig, Executive Director and CEO

From: Katrina Sommer, Deputy Chief Operating Officer & Interim Director of Housing Administration

Date: June 27, 2023

Subject: *Housing Administration Report*

At our last meeting we discussed the recent transitions in public housing. Today I will discuss our current performance for the Management Assessment Sub-System (MASS) of the Public Housing Assessment System (PHAS), as well as other programmatic updates.

I. Public Housing Assessment System (PHAS) Update

The Department of Housing and Urban Development (HUD) has not yet released the 2022 PHAS score, however, Hillsdale's public housing passed the physical inspection. We anticipate the Authority will receive a score placing it in the Standard Performer category for 2022.

II. Current MASS Performance

Below is a snapshot of our current performance for each of the sub-indicators of the MASS. The MASS represents 25% of the total PHAS, so it is not a true projection of the final overall score. However, it serves as a good benchmark for our progress.

Sub-Indicator	Performance	Projected Points	Max Points
Occupancy (Average)	94.32%	4	16
Accounts Payable Ratio	2.10	0	4
Tenant Accounts Receivable	0.652	0	5
Current Snapshot	Substandard Performer	4	25

While the Authority finds these scores unacceptable, we have made process and personnel changes to improve the occupancy, accounts payable and tenant accounts receivable metrics. The Authority expects significant improvement in these scores in the coming months.

III. Other Updates

A. HOTMA Changes

HUD has announced several changes to certain provisions of the Housing Opportunity through Modernization Act of 2016 (HOTMA). HUD established HOTMA to streamline processes and reduce administrative burdens on housing

providers and assisted residents. The recent changes will require updates to our current Admissions and Continued Occupancy Policy (ACOP).

B. Resident Meeting

As part of our strategy to improve communications with residents, we will be hosting an in-person resident meeting for Hillsdale public housing residents to introduce the recent HUD changes and hear from our residents. The meeting date and location are still pending at this point, but we expect it to take place this summer. Residents will be provided with adequate notice when a date is determined.

C. Director of Housing Administration

We have been fortunate to hire Kawanna Tate for this role. She has extensive experience with HUD and affordable housing programs.



Memorandum

To: Board of Commissioners, Housing Authority of the Village of Hillsdale

Through: Shannon Koenig, Executive Director and CEO

From: William Barry, Director of Maintenance and Facilities

Date: June 27, 2023

Subject: *Maintenance Report*

This memo summarizes the monthly maintenance and supply costs for the Housing Authority of the Village of Hillsdale from January 1 through May 31, 2023.

I. Maintenance Supply Costs

The following are repair and replacement costs for plumbing, appliances, electrical, roofing, heating, ventilation, and air conditioning required to ensure the units meet Housing Quality Standards.

January	\$ 263.00
February	\$ 289.00
March	\$ 1,261.00
April	\$ 434.00
May	\$ 0.00
TOTAL	\$ 2,247.00

A. Attachment Work Orders from January - May 2023.

II. Contracted Repair Costs

These include costs for trash services, fence repair, electrical repairs, and rehab of 2167 Cherry.

January	\$ 11,017.00
February	\$ 1,492.00
March	\$ 639.00
April	\$ 1,345.00
May	\$ 0.00
TOTAL	\$ 14,493.00

III. Other Maintenance Costs

This covers vehicle maintenance and vehicle fuel cost.

January	\$ 57.00
February	\$ 266.00
March	\$ 250.00
April	\$ 84.00
May	\$ 76.00
TOTAL	\$ 732.00

Work Order Detail

Hillsdale Housing Authority (1220bhil)

Work Orders active between 01/01/2023 and 05/31/2023

	Unit	WO	WO Category	WO Brief Description	Call Date	Date Completed	Days to Complete	Days open in Period Reported
Work Orders closed within 25 days	OV2166	34476	Plumbing	Toilet not flushing	01/17/2023	01/18/2023	1	1
	OV2166	34559	Plumbing	Toilet not flushing	01/23/2023	01/24/2023	1	1
	OV2162	34561	Plumbing	Vanity sink stopped up.	01/24/2023	01/24/2023	1	1
	ER2131	34563	HVAC	No heat	01/24/2023	01/25/2023	1	1
	OV2164	34570	Plumbing	Vanity sink stopped up	01/26/2023	01/26/2023	1	1
	ER2131	34573	Electrical	Front porch light is out.	01/27/2023	02/02/2023	6	6
	ED2138	34579	Electrical	Front porch light is out and back	01/31/2023	02/02/2023	2	2
	OV2166	34597		Front porch light out	02/02/2023	02/17/2023	15	15
	ED2138	34616		Mailbox broken	02/06/2023	02/07/2023	1	1
	OV2164	34668	Plumbing	Pipe leaking in 1st bedroom closet	02/16/2023	02/17/2023	1	1
	MO6427	34671	Plumbing	Secure toilet	02/17/2023	02/17/2023	1	1
	CA2164	34740	HVAC	No hot water in unit	03/03/2023	03/03/2023	1	1
	CA2164	34741	Plumbing	Foul smell coming from the vanity	03/03/2023	03/03/2023	1	1
	ED2138	34888	HVAC	Need a filter	03/24/2023	03/27/2023	3	3
	J6417A	34907		Oven not working	03/28/2023	03/28/2023	1	1
	J6417A	34908		Tub wont fill with water	03/28/2023	03/28/2023	1	1
	JJ6417	34933	Appliance	Smell gas, not getting hot.	03/31/2023	03/31/2023	1	1
	CA2164	34954		Lights out	04/05/2023	04/05/2023	1	1
	CA2164	34955		Bathroom sink is detaching	04/05/2023	04/05/2023	1	1
	CA2164	34956		Kitchen cabinet loose	04/05/2023	04/05/2023	1	1
	CA2164	34957		Closet door off track	04/05/2023	04/05/2023	1	1
	CA2169	34977	HVAC	Furnace keeps cutting on and off.	04/07/2023	04/10/2023	3	3
	ED2138	34984		Side and back light needs replacing	04/11/2023	04/11/2023	1	1
	ED2145	34986	HVAC	Need a filter	04/11/2023	04/12/2023	1	1
	ED2138	34988	Building Exterior	Gutters needing to be cleaned out	04/11/2023	04/18/2023	7	7
	ED2145	35069		Hole in roof	04/25/2023	04/26/2023	1	1
	ED2145	35070		Hole in bathroom ceiling	04/25/2023	04/26/2023	1	1
	ED2145	35071		Needs proper size furnace filter	04/25/2023	04/26/2023	1	1
	CA2169	35082	HVAC	Furnace comes on, nothing blows	04/26/2023	04/27/2023	1	1
	MO6427	35139		Holes in yard still remain	05/08/2023		24	24
	CA2169	35220		No heat	05/17/2023	05/19/2023	2	2
	CA2169	35221		Oven not working	05/17/2023	05/19/2023	2	2
	MO6427	35227		Carbon monoxide detector went off	05/18/2023	05/19/2023	4	4
	MO6427	35233		Key broke in door	05/18/2023	05/22/2023	1	1
	MO6427	35234		Key broke in utility door	05/18/2023	05/22/2023	4	4
	ED2138	35284		Check for mold in home	05/30/2023	06/01/2023	1	1
		35292		Office toilet continues to run	05/31/2023	06/01/2023	1	1

Work Orders closed within 25 days

37

Work Orders open more than 25 days	JJ6407	34527	Fence repair	12/06/2022	01/05/2023	30	5
			Work Orders open more than 25 days				1

Total number of work orders: 38

Total calendar days it took to complete work orders: 139

Average completion days: 3.66

Average completion days for reporting period 2 years prior: 1.00

Reduction in average completion days over the past three years: -2.66



Memorandum

To: Board of Commissioners, Housing Authority of the Village of Hillsdale

Through: Shannon Koenig, Executive Director and CEO

From: Emily Smith, Director of Program Compliance and Training

Date: June 27, 2023

Subject: ACOP Updates

Updates to the Admissions and Continued Occupancy Policy (ACOP) are required by HUD regarding community service requirements and changes to certain provisions of the Housing Opportunity Through Modernization Act of 2016 (HOTMA). The updates have been made to applicable sections of the Authority's ACOP and are attached as addendums to the current ACOP. The Authority staff is seeking Board approval of the ACOP updates prior to implementation.

I. Recommendation

Staff recommend that the Board approve the updates to the ACOP.

II. Background

A. Ongoing ACOP Revisions

The Authority's ACOP is in the process of being revised to meet all HUD requirements and to explain the public housing program's policies more accurately. The revised version of the ACOP, in its entirety, will be presented to the Board upon its completion later this year.

Currently, the Authority must update specific sections of the ACOP to remain compliant with HUD. The updates pertain to the public housing program's community service and self-sufficiency requirement, and to lease terminations for over-income families. The revisions have been made and have been attached to the current ACOP as two separate addendums. The addendums will eventually be integrated into the revised ACOP as chapters once it is complete.

B. Community Service Requirement

HUD requires that non-exempt public housing residents complete 96 hours of community service or self-sufficiency activities each year. The Authority has updated the policies concerning the community service and self-sufficiency requirements in Addendum A of the ACOP to describe the requirements more accurately and in greater detail. The updates will standardize the process for verifying that community service and self-sufficiency requirements are met and will provide residents with clear and accurate guidance for completing the required hours.

C. HOTMA

HOTMA was signed into law in 2016 to amend sections of the U.S. Housing Act of 1937, and the HOTMA Final Rule was issued by HUD earlier this year. The Final Rule revises regulations for housing programs under HUD. The revisions update how income and assets are determined, as well as requirements regarding over-income families participating in the public housing program.

The HOTMA changes are occurring in phases with the first set of changes only affecting the public housing program and over-income families. Public Housing Agencies (PHA) administering a public housing program must make updates to their ACOP to reflect these changes.

The ACOP must describe the Authority's process and policies for lease termination. One of the causes of lease termination is an over-income determination. If a family's income exceeds the over-income limit, the Authority must notify them of the determination. Notification must be sent three separate times to inform the family that their participation on the program will be ending after 24 consecutive months of over-income status. Addendum B addresses this process in detail.

D. Attachment(s)

Admissions and Continued Occupancy Policy

Addendum A: Community Service

Addendum B: Lease Terminations

Admissions and Continued Occupancy Policies Low Income Public Housing (LIPH) Program

November 9, 2010



8865 Natural Bridge Road
Post Office Box 23886
St. Louis, MO 63121

Table of Contents

Section I	Introduction	3
Section II	Description of Owned Housing	4
Section III	Eligibility	6
Section IV	Applying For Admissions	7
Section V	Admissions	10
Section VI	On Going Activities	18
Section VII	Annual and Interim Reviews	21
Section VIII	Transfers	24
Section IX	Evictions	25
Section X	Debts, Collections and Rent Write-Offs	27
Section XI	Grievances	28
Section XII	Equal Opportunity and Outreach	32
Section XIII	Glossary	33
Section XIV	Criminal Conviction History and Substance Abuse Records Management	38
Section XV	Enterprise Income Verification (EIV) Records Access and Management	39
Section XVI	The Violence against Women Act (VAWA)	40

Section I - Introduction

This document is intended to provide information concerning the scope, policies and procedures of the Authority's owned housing programs. It is a general overview and is not intended to be a compilation of all material facts concerning these programs.

While every attempt has been made to be accurate, no warranty of accuracy is made. Any errors that are found will be corrected in future editions.

Managing the owned housing programs is a large, complex undertaking. The scope, policies and procedures of these programs may change at any time without prior - or contemporaneous - publication in this or any other document.

Section II - Description of Owned Housing

A. Programs

The Housing Authority of St. Louis County (HASLC) owns and rents 530 dwelling units to low and moderate income households in St. Louis County – 488 in the Low-Income Public Housing (LIPH) Program and 42 in the Valley Park Section 8 Substantial Rehabilitation Development. HASLC also manages units for the housing authorities of three municipalities:

HASLC (LIPH)	370 units
HASLC (Valley Park)	42 units
Pagedale	82 units
Hillsdale	22 units
Olivette	14 units

All homes and apartments were developed with the assistance of the U.S. Department of Housing and Urban Development (HUD) under several programs.

LIPH (Low-income public housing) - This term refers to rental units for low and moderate-income households, which are owned and managed by local housing authorities, and is directly financed by HUD. The Authority and the municipal housing authorities own public housing units developed under three different programs:

Acquisition - Under this program, local housing authorities acquire existing units and rehabilitate them if necessary.

Conventional - Under this program, local housing authorities build new units.

Turnkey - Under this program, local housing authorities contract with a developer to build new units or rehabilitate existing units and purchase the development after construction is complete.

Section 8 Substantial Rehabilitation (Valley Park Apartments only) - This rental assistance program was created by the 8th section of Title II of the 1937 Housing Act, as amended in 1974. Under this program, housing authorities or private owners contract with HUD to rent to low and moderate income households for a fixed period of time. HUD or its agents pay owners the difference between the rent tenants pay (30% of their adjusted gross income) and a fair market rent for the units. HASLC pledges its Section 8 units to house low and moderate-income tenants for 20 years. Tenants may come and go but the rental assistance is vested in the unit.

NOTE: As of August 10, 2010, the Section 8 Substantial Rehabilitation (S8SR) program has its own *Administrative Plan – Section 8 Substantial Rehabilitation (S8SR) Program*. In case of any difference between a statement concerning the S8SR program in this LIPH ACOP and the S8SR Administrative Plan, the S8SR Administrative Plan governs.

B. AMPs and Clusters

All owned or managed housing is managed in three management clusters. A listing by AMP and Cluster follows.

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Totals
	<u>Arbor Hill</u>	<u>Cluster A</u>						
MO004000001	Villa Lago		60					60
MO004000001	Fee Fee	36	24					60
MO004000004	Arbor Hill		15	35	20			70
MO004000003	Tyrell/Tiffany		16	24	21			61
MO360004008	Valley Park	2	40					42
	Total	38	155	59	41			293
	<u>Highview</u>	<u>Cluster B</u>						
MO004000002	Elmwood Hms		1	6				7
MO004000002	Meacham Hms		6	16	4	2		28
MO004000002	Elmwood Rehab			12				12
MO004000002	Highview Hms		22	32	2			56
MO004000002	Scattered Hms			6				6
MO004000002	HASLC Hms			10				10
MO218000001	Pagedale Hms		29	53				82
MO132000001	Olivette Hms		4	10				14
MO220000001	Hillsdale Hms		14	6	2			22
	Total	76	151	8	2			237
<u>GRAND</u>	<u>TOTAL</u>	38	155	135	192	8	2	530

Section III – Eligibility

HASLC will only admit qualified applicants. An applicant is qualified if he/she meets the established eligibility guidelines:

A. Family Composition

The applicant must qualify as a family. A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited.

Elderly, disabled families as defined by HUD in CFR 5.403.

Family includes but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A single person.

The temporary absence of a child from the household due to foster-care placement shall not be considered in determining family composition or family size.

B. Income

Families must have an income at the time of admission that does not exceed the income limits established by HUD.

C. Social Security Numbers

Families must provide Social Security numbers for all household members.

The qualifying factors of eligibility will not be verified until the family is in position on the waiting list to be interviewed for a housing unit.

Section IV - Applying for Admission

HASLC will ensure that all families who express an interest in housing assistance shall be given an equal opportunity to apply. Applicants will be placed on the waiting list in accordance with this policy. HASLC maintains two waiting lists – LIPH and Valley Park Section 8 Substantial Rehab.

A. How to Apply

Registration for the waiting lists will be taken, in writing, at HASLC's main office, and site offices. Registrations may also be mailed to interested families upon request.

The registration is to permit HASLC to preliminarily assess family eligibility and placement on the waiting lists.

Registrants are requested to inform HASLC in writing, of changes in family composition, income address and Preference status. Registrants are required to respond to requests to update information and/or to determine the family's continued interest in housing assistance.

Failure to provide information or response to mailings may result in the registrant being removed from the waiting lists.

If a registrant is determined to be ineligible based upon information provided in the registration, HASLC will notify the registrant in writing (in an accessible format upon request as a reasonable accommodation) of the reason(s) for ineligibility.

B. Management of Waiting Lists

Registrants will be assigned an appropriate place on the waiting list. Registrants will be processed for the waiting list in sequence based upon date and time the registration is received, the size and type of unit required, and factors of preference.

1. Opening and closing the waiting list

The waiting list will be reviewed regularly (normally every six months) with respect to household type, bedrooms required and preference category and compared to the anticipated need for households in the next six-month period. If the number of preference households in a given category appears inadequate to meet anticipated needs, and if we reasonably expect that there are preference-eligible households who would apply if the waiting list were open for new registrations, the waiting list will be opened for that category. In all other cases, the Authority may - within its sole discretion - close the waiting list or keep it closed.

C. Registrations

Registrations are entered into the main computer system in the date/time order in which they were received. Except for waiting list preferences (discussed below) the date and time of registration determines the order in which households are considered for occupancy.

There are two basic eligibility tests: income and type of household. To be eligible, total household income must be less than 80% of the area median income for that size household. There are generally four types of eligible households: a family, an elderly person or household, a disabled person or household and single persons. Although any single person may register, all elderly, disabled or displaced single persons will have a preference over other single persons. For purposes of this section, a single, pregnant female is considered a family, not a single person.

The registration card will contain requested information designed to correctly place the applicant on our waiting list. The following is a list of information needed;

Name(s) of head of household and spouse
 Name(s) of all family members
 Date of birth of each family member
 Race
 Age
 Gender
 Relationship
 Social Security numbers of each family member
 Gross income of each family member
 Income source
 Complete mailing address
 Special accommodations needed due to disability

No person who claims to be the head of a household may register unless he or she has attained 18 years of age, or unless otherwise required by law.

1. Waiting list preferences

Households will be considered in the date/time sequence in which they applied except that an absolute priority will be given to households who meet any of the following local preference categories:

- a. Approved referrals of displaced households from a designated public improvement, development or re-development program,
- b. Approved referrals of households experiencing extreme hardship due to sudden loss of shelter--with no alternatives and/or resources for shelter--because of fire, flood, government condemnation or other good cause, but only when the principal reason for the loss of shelter was not caused by a household member,
- c. Approved referrals from a designated witness protection program, and
- d. Households needed to achieve deconcentration of poverty or income mixing goals at targeted public housing developments.
- e. For non-elderly, non-disabled Public Housing applicants, households in which the head, spouse or sole member is and has been substantially employed, or for any household in which the head and spouse, or sole member, is at least 62 years old or is a person with disabilities.

2. Maintenance/updating of waiting list

The waiting list is maintained on a daily basis. New registrations are added to the list in a timely manner. All changes - addresses, family size, bedroom requirements, or preferences - are made on a daily basis. Registrants may make changes on their original registration by coming into the office and completing a Preliminary Registration Information Update Form. When the form is completed the new information is then entered in the computerized waiting list.

3. The Authority will remove a registrant's name from the waiting list when:

The registrant requests in writing that their name be removed;

The registrant does not meet eligibility selection criteria,

The registrant fails to respond in a reasonable or, if applicable, specified time to a written request for information or written request to declare their continued interest in the program, or

When updates or written request for information or written request to declare a registrant's continued interest in the program cannot be delivered by the U.S. Postal Service to the registrant at the registrant's last known address on file at the Authority.

Removal from Waiting List Upon Lease

When family is admitted, family is taken off other site-based waiting lists.

Section V - Admissions

A. Preference screening

Applicants are sent a letter to attend a designated meeting or contact the appropriate site office for an appointment. If an applicant has claimed a waiting list preference, the criteria for documenting a preference is explained to reduce the chances an interview will be scheduled for someone who is not *prima facie* eligible. Households who are apparently eligible are scheduled an appointment for an interview with the Site Housing Manager. They are told each document they must bring with them. These include verifications of preference eligibility, income, assets, family size, disability, etc.

If an applicant fails to appear for their interview session without prior approval of the Housing Authority their name(s) will be removed from our waiting list.

If the applicant has claimed a waiting list preference but the Housing Manager believes the household is not eligible for a preference, the applicant may request to have the preference claim removed from their application and remain on the waiting list as a non-preference applicant. Households who disagree with the Authority's initial decision regarding their eligibility for a preference are given the opportunity to request a hearing to discuss why they think they are eligible, and to present additional evidence. A Hearing Officer conducts these meetings.

B. Applicant interviews

A member of the Public Housing staff will conduct a personal interview with each applicant seeking low-income housing. It is the interviewer's responsibility to verify independently each material fact that would affect an applicant's eligibility, rent and size of unit. The Authority has not adopted permissive deductions beyond the federally required deductions.

The interviewer reviews the documents the applicant provides and accepts those that are appropriate. The interviewer informs the applicant of any documents that must be submitted later, and a deadline of 10 working days is established for the submission of those documents. The applicant is requested to sign an Authorization for Release of Information form (HUD-9886), which enables the Authority to third-party verify pertinent information, including employers, banks, Internal Revenue Service, Division of Family Services, Division of Employment Security, Social Security Administration, police check, current or previous landlords, child care providers, credit bureaus, etc. In the event verification sources fail to respond to a request for information, HASLC will attempt to obtain verification via phone calls, fax back and record checking through the Missouri Department of Employment Security.

Applicants are required to execute an Authorization for Release of Information (HUD-9886) initially and at annual recertification.

HASLC requires verification of Birth Certificates and Social Security numbers for all family members. Verification is obtained at the time of application. Applicants are required to present original social security cards, or provide other official documentation from the Social Security Administration., or provide documentation that a social security number has been applied for.

Immigrants must sign a declaration of eligible immigrant's status (Model Declaration of Section 214 Status) and sign a verification consent form. Adults immigrants must certify to their status and provide a "green card" or other acceptable documentation from the Immigration and Naturalization Service. Parents may certify as to the immigration status of their minor children.

Verified information is analyzed and a decision to accept or reject the applicant is made by the Housing Manager with respect to established tenant selection criteria.

C. Applicants must be program eligible

1. The applicant must qualify as an eligible type of household.
2. The applicant's total family income shall not exceed the established income limits that are in effect at the time of application. Limits are subject to HUD revisions and will be adjusted and posted as necessary. Except with prior HUD approval only very low-income families may be admitted to any unit with an Annual Contribution Contract with Date of Full Availability (DOFA) dated on or after October 1, 1981.
3. Occupancy by a Police Officer

In order to provide an increase sense of security for public housing residents, the Housing Authority may allow public housing units to be occupied by a Police officer. Police Officers will not be required to be income eligible to qualify for admission into the public housing program.

D. Processing applications for admissions

1. A written application signed by the head of the family or a responsible member of the family will be accepted from each family seeking admission to low rent housing owned or managed by the Authority.
2. All information relative to previous housing, gross family income, assets and preference rating will be verified and all verified findings will be documented and recorded. Such verification may include a home visit. To the extent feasible, staff will use Enterprise Income Verification (EIV) methods to verify client income. Additional verification methods – including those listed below – may also continue to be used. Staff will investigate and resolve substantial differences between EIV income and income reported through other methods. Resolution may include using a repayment agreement, non-renewal, or termination/eviction.
 - a. Employment – Client will bring in letter from employer on original letterhead with an original signature on the letter. Client will also bring in three consecutive check stubs. Staff will call or mail the personnel office and verify wages and check stubs. If employer will not verify information, staff will determine if employer is on fax-back list and fax the income verification form. Staff will initial and date all income verification and indicate to whom they spoke and the date of the conversation. Income tax returns will also be requested from all clients and promptly submitted to the IRS
 - b. Self Employment – Staff will request tax returns, receipts and other pertinent records from client.
 - c. TANF – An original letter from DFS will be requested from the client. Staff will also mail for verification or call the toll-free number to verify information and document the call with name, amount, date and signature.
 - d. Initial Social Security letter – Staff will request an original letter from Social Security. After the client is in the program, staff will use the TASS system for verification.
 - e. Bank statements – Bank statements will be requested from the bank if the bank will provide them at no cost. If this is impossible, staff will request 3 recent bank statements from the client and copy, sign and date them.
 - f. Child Support – Staff will obtain the 8-digit case number from the client, child support order or child support print out. Staff will mail for verification or call the toll-free number and document the last three payments to the client and will sign and date all pertinent forms.
 - g. Child care- Staff will request an original letter from the child care provider, on company letterhead or a notarized statement from the private individual providing the service. Staff will mail for verification to information provided.

h. Full time student status- Staff will request a statement from the school that the applicant is attending on school letterhead. A schedule of class hours may also be requested as proof of attendance. Staff will mail to the school to in an attempt to verify the information provided.

3. Verified information will be analyzed and a determination will be made with respect to the following:

- a. Eligibility of applicant with respect to back moneys owed to the Authority
- b. Eligibility of applicant as a family,
- c. Eligibility of applicant with respect to income limits for admission,
- d. Eligibility of applicant with respect to standards for admissions,
- e. Size of unit required for the family, and
- f. Preference category to which the family belongs (if applicable)
- g. Citizenship status
- h. Transfer from waiting list
- i. Criminal information
- j. Credit history
- K. family composition
- l. Income, assets and expenses
- m. Elderly/Disabled status
- n. Applicable deductions

4. Gross family income will be computed in accordance with definitions and procedures as set forth in this instrument.

5. As a part of the application record, the Authority will certify to the actions taken and a determination made in writing to the applicant. If the applicant was denied, the Authority will provide an opportunity for an informal hearing.

E. Standards for admission

Families may be denied admission if such admission would prove detrimental to the AMP or its residents. However, before such determination is made, consideration shall be given to favorable changes in the family's pattern of behavior, a lapse of years since an offense and to other extenuation of circumstances, which offer reasonable assurance that the family meets the Authority's admission standards. An authorized representative of the Authority shall review pertinent information relative to the following.

Stable rental history

The most recent 6 months (as reported by landlord or non-landlords with whom an applicant may have been residing) are reviewed. The critical factors are an applicant's willingness and ability to pay rent in a timely fashion (in cases where an applicant is required to pay rent), the substantial absence of tenant caused damages, and the substantial absence of other possible tenant problems such as peace disturbances, annoying other tenants, allowing persons not on the lease to occupy the unit, and having pets where pets are not allowed, etc...

Acceptable credit history

HASLC will review the prospect's Credit Bureau Report in order to determine the prospect's credit history in meeting rent and housing-related utility charges, if any. Credit problems with respect to medical/dental/hospital bills and student loans will not be considered, unless they are extensive and recurrent. Other credit problems will likewise not be considered if the most recent substantive action by a creditor is more than two years old. Credit problems more recent than two years old will be considered only if they collectively total more than \$1000.00. These policies will be applied, separately. Consideration will be given to factors indicating reasonable probability of favorable future financial practices. If, however, the complete credit history demonstrates a current credit risk to the Authority, the application may also be rejected.

Acceptable criminal and substance abuse history

HASLC promotes safe assisted and public housing. In furtherance of this end, HASLC will use reasonable efforts to prevent those with an unacceptable criminal history or substance abuse problem or history from being issued a Certificate or Voucher or being admitted to Public Housing.

When applicants are called in from the waiting list, all adult family members (17 or more years old) must sign a release form so that the Authority can check their police records.

If the records indicate there are one or more outstanding warrants, the Authority provides 45 days for the client to clear those warrants. If the client clears all warrants within 45 days and so informs the Authority, HASLC will then check their police records and make a determination of acceptability. If the client does not clear all outstanding warrants or does not so inform the Authority, the client's name will be removed from the waiting list and be given 10 days to request a hearing.

If the client has no criminal history, or has an acceptable history, HASLC will continue further processing for admission.

If there is an unacceptable history, the Authority will give the client a letter indicating the possible denial. The letter will provide 10 days in which to request a hearing.

The Authority will deny participation for either of the following reasons:

- (1) Any household member is subject to a lifetime registration requirement under a state sex offender registration program.
- (2) Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

The Authority may – in its sole discretion – deny participation for any of the following reasons:

- (1) Any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- (2) Any household member has been evicted from federally assisted housing in the last 3 years for drug-related criminal activity. However, the Authority may admit the household if – in its sole discretion – the Authority determines that the evicted household member has successfully completed a supervised drug rehabilitation program approved by the Authority, or that the circumstances leading to eviction no longer exist (i.e., the criminal household member has died or is imprisoned).
- (3) The Authority has reasonable cause to believe that any household member's illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (4) The Authority has reasonable cause to believe that any household member's alcohol abuse or pattern of alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (5) Any household member is currently engaged in – or has engaged in within 5 years of the admission decision – drug-related criminal activity. Among other things, any violation of the Missouri Controlled Substance Law will generally be presumed to bar participation in the Authority's programs.
- (6) Any household member is currently engaged in – or has engaged in within 10 years of the admission decision – violent criminal activity. Assault, rape, robbery, arson, murder, and crimes

closely related to these five are generally presumed to bar participation in the Authority's programs. Other criminal acts may also bar participation in the Authority's programs if – in the sole discretion of the Authority – serious bodily harm was inflicted by or threatened by a family member.

(7) Any household member is currently engaged in – or has engaged in within 10 years of the admission decision – other criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

(8) Any household member is currently engaged in – or has engaged in within 10 years of the admission decision – other criminal activity that may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the Authority, including an Authority employee, contractor, subcontractor or agent.

In determining whether to deny or terminate assistance because of action or failure to act by members of the family:

- (a) The Authority may consider all relevant circumstances, such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.
- (b) The Authority may impose, as a condition of continued assistance for other family members, a requirement that any family members who participated in or were culpable for the action or failure will not reside in the unit. The Authority may permit innocent members of a participant family to continue receiving assistance.
- (c) In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the Authority may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the Authority may require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

F. Rejected Applications

Applicants may be denied admission to an AMP if such admission would prove detrimental to the AMP/location or its residents by record or any of the following in addition to the above criteria.

1. An applicant who engages in material falsification or omission of material facts on an application – including utilization of an alias – will be automatically rejected.
2. Any former tenant who has vacated a public housing or Section 8 unit and still owes rental (or other) balances to the Authority will not be considered eligible for re-admission until the balance(s) is/are paid in full. Once the debt is satisfied, the applicant shall follow the same procedures as a new applicant.
3. Incomplete applications are automatically rejected.

When the Authority rejects a household for tenancy in public housing, applicants are informed, in writing, of the specific reasons for the rejection. If an applicant feels he/she has been treated unfairly, applicants are allowed ten (10) days (from the date of the letter) to request, in writing, a hearing to discuss why they feel

they should be allowed to live in public housing, and to present additional evidence. As with preferences, a Hearing Officer conducts hearings about rejections and his or her decisions are final.

G. Accepted applications

A five digit sequential number is assigned to each accepted application in preparation for entry into a computer program designed to match acceptable applicants to vacant and available dwelling units. The first two digits of this number show the calendar year, i.e., "08." The last three digits begin at "001" each new year and are incremented by one as each applicant is accepted.

H. Vacant and available units

Public housing staff assigns a five digit sequential number to each vacant unit. The first two digits show the calendar year. The last three begin with "001" each new year and are incremented by one as each vacancy occurs.

I. Matching households with units

Public Housing staff enters information on approved applicants and approved dwelling units into a computer program. The information entered includes the five digit sequential numbers assigned to each. The program attempts to match each applicant to an appropriate dwelling unit.

The computer begins by considering the applicant having the lowest five digit sequential number, then considers the applicant with the next lowest number, and so on until all applicants who haven't been matched with a unit have been considered.

J. Appropriate unit

An appropriate unit is defined by five criteria: the type of unit (family/elderly), the number of bedrooms, whether the unit is equipped for disabled tenants, whether the unit is restricted to very low income households, and whether the unit is restricted to achieve deconcentration of poverty or income mixing goals at targeted public housing developments.

Unit size will be determined by the bedroom occupancy standards as follows. To make economic use of limited resources, a household will be allowed the smallest number of bedrooms consistent with decent, safe and sanitary housing, and consistent with local housing codes. The number of bedrooms allowed will not require more than two persons to occupy the same bedroom and will not require persons of the opposite sex to share a bedroom except for husband and wife.

The following standards will determine the number of bedrooms required to accommodate a family of a given size, except that such standards may be waived when a vacancy problem exists, and it is necessary to achieve or maintain full occupancy:

Number of bedrooms	- Number of persons -	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10

- 1) A single parent and a child of the same sex, under the age of 2 years, will be offered a one-bedroom unit.

2) A child under the age of 2 will not be allowed a separate bedroom unless this would result in more than two persons having to occupy the same bedroom or the child's having to occupy a bedroom with a member of the opposite sex. The allowable number of bedrooms will be reviewed and changed - if necessary - at annual recertification.

3) A household with 2 children of opposite sex, both under 2 years of age, will be offered a two-bedroom unit.

4) A household with two children of the same sex, regardless of age, will be offered a two-bedroom unit.

5) The Authority will offer a two-bedroom unit to an elderly couple only under the following conditions:

a) One household member must have proof of needed hospital equipment such as oxygen or other medical hook-up equipment, and

b) Verification of said medical equipment will need signed confirmation from the physician on a form furnished by the Authority.

6) Live-In Attendants: The Authority will allow a bedroom for a live-in attendant only if the acting physician verifies, on the Authority's form, that the live-in attendant is needed in order for the tenant to be able to function on a day to day basis to sustain life.

7) The Authority, in its sole discretion, may allow a bedroom and a deduction for a full time college student attending school within 250 miles of the assisted household's dwelling unit.

8) If a household does not have at least 51% custody of a child, the Authority, in its sole discretion, will generally not allow a bedroom and a deduction.

9) Foster children are considered in determining unit size.

10) A person of a different generation will not be required to share a bedroom with her children or grandchildren.

11) A family member who is away in the military and absent most of the time will not be provided a bedroom.

12) Children under 2 years of age may occupy a bedroom with a parent of the same sex

K. Applicants and units that remain unmatched

These remain on file in the computer-matching program and await additional match opportunities to become available.

L. Applicants that are matched

The computer program generates a letter that makes an offer of a specific dwelling unit. The letter also states specific deadlines that must be met if they wish to live in public housing. Applicants are given two weeks from the date of the letter to sign their lease, pay their security deposit and first month's rent.

M. Applicants that reject a unit or fail to comply with the terms of the offer

Their relationship with public housing is ended. If they wish to be considered for another unit, they must re-register and start the process again from the bottom of the waiting list.

N. Applicants that accept a unit

A Public Housing staff person schedules an appointment to discuss the lease, tenant's rights and responsibilities and utility transfer. Finance receives the tenant's security deposit. For Conventional public housing units, a household is required to pay a Security Deposit equal to the total tenant payment (TTP) or \$100.00, whichever is greater. For Substantial Rehab units, the household is required to pay a Security Deposit equal to the TTP.

O. Units that are rejected twice

These are removed from the computerized match program. Public Housing personnel assign the next highest five-digit number to the unit and return it for re-entry into the program. To avoid lengthy, undue vacancies at developments in which income-targeting is required – once a unit has been rejected twice by income-targeted households, the unit is re-matched without regard to income-targeting.

P. Leasing

Once an applicant has accepted a unit, an Occupancy Conference is scheduled with the prospective tenant. All prospective tenants, 18 years of age and older, are required to attend the Occupancy Conference. A lease shall be signed by the head and spouse (if any), and the Authority. At the time of the lease signing (Occupancy Conference), a household is required to pay the first month's rent or pro-rated rent dependent upon the time of admission (during an average 30-day calendar month).

Q. Minimum Rent

The minimum rent is \$50.00. The minimum rent refers to a minimum total tenant payment (TTP) and not a minimum tenant rent. The TTP is the greater of:

- 30% of the adjusted monthly income
- 10% of the monthly income
- \$50.00 minimum

R. Flat Rents

HASLC maintains a schedule of Flat Rents

HASLC shall provide each family residing in an LIPH unit to elect upon initial lease and at annual re-examine the choice to pay rent -

1. Determined on family income, or
2. The Flat Rent established for the unit.

Section VI - Ongoing Activities

A. Management Responsibilities

Management performs the following functions in support of the resident's assigned dwelling unit.

Initial Inspection

A management representative, along with the prospective resident, conducts an initial acceptance inspection of the assigned dwelling unit. Any discrepancies identified at the time of the inspection are noted on the inspection report. Additionally, if required, the management representative initiates work orders for any repairs identified during the inspection.

Maintenance and Repairs

Management has primary responsibility for the maintenance of the dwelling unit. This maintenance is performed by in-house maintenance staff and/or outside contract. When maintenance or repairs are required the resident calls their Cluster management site office and requests a Work Order. The Clerical and Occupancy Assistant (COA) creates and issues a work order to the maintenance staff or contractor. There are three categories of service: emergency, urgent and routine. The category determines when the service will be accomplished:

- Emergency - repairs or abates within 24 hours,
- Urgent - repairs or abates within 5 calendar days,
- Routine - repairs or abates within 30 calendar days.

Emergency classification is determined at the Site Office (during regular work hours) or by an answering service (after regular work hours). Emergency service calls are based on, but not limited to, the following criteria: any problem, structural or mechanical, that could cause loss of life or property; serious damage affecting health, safety or security; or utility failure (electricity, gas, heat (temperatures less than 40 degrees or existing medical condition), water, sewage or air conditioning (temperatures greater than 90 degrees or an existing medical condition).

Urgent service calls are work requirements that should be repaired in 5 days, but do not qualify as an emergency.

Routine service calls are wear and tear items to be repaired normally within a 30-day period.

Refuse Collection and Disposal

Trash containers (dumpsters) are conveniently located throughout the multi-family communities. Residents living in single family homes place trash in secure containers and place them in the specified areas for pick-up.

Insect Control

Dwelling units are treated for insects prior to occupancy. Tenants living in single family homes are expected to take follow-up action or measures to prevent and control pests and insects. Upon request the site office will furnish insecticides for the normal interior insect and rodent control measures. Multi-family dwelling units are treated (under a contracted service) on a rotating monthly schedule. Under extreme circumstances single family units may be treated by the contracted service.

Snow Removal

Residents, household members and guests are responsible for their own safety with respect to accumulations of snow, ice, water, and other weather-related conditions. Management will not be liable for injury or damages caused by such conditions on the property.

B. Resident Responsibilities

The resident is encouraged to adopt an attitude of "homeownership" and perform work normally expected of prudent homeowners.

Concealed and Other Weapons

The Resident, any member of the household, a guest, or other persons under the Resident's control shall not bring, possess, conceal, display, or use any firearms (whether operable or inoperable) or other offensive weapons on the premises of any public housing development owned, managed, controlled, or subsidized by the Authority, including parking areas and grounds, regardless of any permit to carry. Any person violating this policy shall be denied entrance to such public housing development and all buildings thereon. If a person violating this policy is already on the property or in the building, they shall be ordered to leave.

Police officers employed by the state, county, or a municipality, and special agents employed by the federal government are not prohibited from carrying or bringing concealable or other weapons on or about public housing. The Executive Director may, in his discretion, authorize a specific public housing resident or a specific member of the Resident's household to carry a weapon on public housing premises or to store a weapon in his or her dwelling unit if (a) the resident or household member is required to possess a weapon in connection with his or her employment, (b) it is lawful for the resident or household member to possess a weapon, and (c) the Executive Director determines that there is no reasonable alternative, such as off-site storage available to the resident or household member. It is the responsibility of the Resident to request, in writing, such authorization.

Vacations

Resident is to notify Management, the mailman, newsboy and all other routine delivery people when he or she plans to be away from home for an extended period. Another good policy is to notify the police of any absence. When the resident is absent from the unit, the resident must ensure that Authority-owned property and equipment are protected from possible damage and destruction, and must maintain lawn care and snow removal in single family dwellings. Residents are to take actions considered appropriate to conserve energy and protect their dwelling unit at all times.

Liability for Damages

Resident is held liable and accountable for loss or damage to public housing, equipment or furnishings caused by abuse or negligence by resident, member of resident's household, guest, or other person under a resident's control.

Insurance

Residents may consider obtaining/buying renter's insurance for protection of personal property in case of a major loss.

Energy Conservation

Residents are responsible for using utilities wisely and eliminating waste.

Environment

Waste, engine oils/coolants, car grease, paint and other similar contaminating products should not be poured into plumbing drainage systems (inside or outside) or anywhere on the grounds. Burning of leaves or refuse is not allowed. Accumulated leaves should be placed in proper yard waste containers and placed at curbside at scheduled trash pickup times.

Care of Interior

Residents are obligated to keep the dwelling unit clean, decent, safe and sanitary at all times to prevent sickness, disease and insect infestation. Failure to practice good housekeeping and/or to consider the effect of impertinent actions and practices in and around the dwelling unit, can result in damages to public housing property, for which the resident can be held liable.

Pet Policies

Public Housing tenants may be eligible to own one or more common household pets. The rules for pet ownership are more fully described in *Public Housing Pet Policies*, dated November 14, 2000, or as may be amended from time to time.

Community Service Program

All non-exempt public housing residents are required to perform no less than eight (8) hours of community services each month. This requirement is more fully described in *Public Housing Community Service Program*, dated November 14, 2000, or as may be amended from time to time.

Section VII - Annual and Interim Reviews

A. Annual Reviews

The eligibility of all households is to be re-examined annually (at least once every twelve months).

1. Residents (except as stated below) shall be re-examined annually on or about the anniversary date of their lease. Residents opting to pay a flat rent shall be re-examined every three years on or about the anniversary date of their lease.

2. Interim re-examinations. Interim re-examination will be conducted at any time there is an increase or decrease in income or if management suspects the resident is not supplying the correct information.

3. Re-examination procedures.

a. At the time of re-examination, the head of household, spouse, and family members 17 years of age or older will be required to attend the re-examination appointment and sign the required re-examination forms.

b. Income data will be reviewed, third party verified and documented in writing. To the extent feasible, staff will use Enterprise Income Verification (EIV) methods to verify client income. Additional verification methods – including those listed below – may also continue to be used. Staff will investigate and resolve substantial differences between EIV income and income reported through other methods. Resolution may include using a repayment agreement, non-renewal, or termination/eviction.

i. Employment – Client will bring in letter from employer on original letterhead with an original signature on the letter. Client will also bring in three consecutive check stubs. Staff will call personnel office and verify wages and check stubs. If employer will not verify information, staff will determine if employer is on fax-back list and fax the income verification form. Staff will initial and date all income verification and indicate to whom they spoke and the date of the conversation. Income tax returns will also be requested from all clients and promptly submitted to the IRS

ii. Self Employment – Staff will request tax returns, receipts and other pertinent records from client.

iii. TANF – An original letter from DFS will be requested from the client. Staff will also call the toll-free number to verify information and document the call with name, amount, date and signature.

iv. Social Security letter – Staff use the TASS system for verification.

v. Bank statements – Bank statements will be requested from the bank if the bank will provide them at no cost. If this is impossible, staff will request 3 recent bank statements from the client and copy, sign and date them.

vi. Child Support – Staff will obtain the 8-digit case number from the client, child support order or child support print out. Staff will call the toll-free number and document the last three payments to the client and will sign and date all pertinent forms.

c. Verified information will be analyzed and a determination made with respect to the following:

- i. Eligibility of resident as a family or the residue of a family,
- ii. Size of unit required for the family, and
- iii. Rent which the family should pay.

Family income will be computed in accordance with the definitions and procedures set forth in this document.

B. Eligibility for continued occupancy

Only those families who qualify as a family are eligible for continued occupancy, except that a person remaining in the residue of a family may be permitted to remain but only in an appropriately sized unit and only if the head of household is at least 18 years of age.

C. Action following re-examination

1. If there is any change in the household income during the current lease term, the lease will be amended.

2. If there is any change, decrease or increase, in the size of the family, the resident will be offered a transfer unit of appropriate size. If an appropriate unit is not available, the tenant will be placed on a transfer list and offered such unit when it does become available.

D. Establishing rents between admission and scheduled re-examination

Interim rent system

1. Substantial changes in net family income. The rent shall be appropriately adjusted upon the occurrence of a substantial change in net family income. A substantial change is defined as any change that would result in a change in the rent being paid.

2. Changes in family composition. The rent shall be appropriately adjusted upon the occurrence of any of the following circumstances, which affect household income or household deductions:

a. Loss of Lessee through death, divorce, or other continuing circumstances, or the addition of a family member, foster child, or adopted child, or

b. Loss or addition of principal income recipient through divorce, death, marriage or other continuing circumstances.

c. Certified medical conditions which may warrant a change in household expenses

Residents must report all material facts which would affect his/her participation in the program in a timely manner. Residents are required to report as they occur:

a. All substantial changes in net family income, and

b. All such changes in family composition, and

c. All such certified medical condition changes (if applicable).

Increases in rent will be effective the first day of the second month following that in which the change occurred, and decreases in rent will be effective the first day of the month following that in which the change is reported.

E. Misrepresentation

HASLC utilizes HUD-established EIV methods and computer-based Tenant Eligibility Verification System for obtaining Social Security benefits, Supplemental Security Income, benefit history and tenant income reports. HASLC also contracts with the Missouri Department of Employment Security to access employment information on a case-by-case basis as needed.

If the Authority suspects tenant fraud, omission or misrepresentation, management will conduct an investigation. If any data is derived from the investigation, management will notify the resident in writing and schedule a resident conference. After the conference, if data indicates misrepresentation has occurred, the tenant is to be notified in writing of any misrepresentations or lease violations revealed and of any corrective action required by the Authority. This may include rent recalculation and execution of a repayment agreement or termination of tenancy, in HASLC's sole discretion.

F. Schedule of Rents

Except as stated below, tenants shall be charged the greatest of: 30% of the family's monthly-adjusted income, 10% of the total monthly income, a minimum rent of \$50, or the established maximum Flat Rent. However, notwithstanding any other provision of this document, the rent charged tenants shall not exceed the established flat rent.

G. Charges in addition to rent

Charges in addition to rent are allowable for the following:

1. Damages to the premises beyond normal wear and tear and failure to maintain lawn areas, and
2. Consumption of agency supplied utilities in excess of allowance or excess consumption resulting from use of resident supplied appliances.
3. Applicable attorney fee(s), court cost(s) and evictions fee(s)
4. Late rent payment fee(s)
5. NSF (non-sufficient fund) check fees

Section VIII – Transfers

HASLC will permit transfers within or between housing developments when necessary to comply with occupancy standards; special needs; or under VAWA.

The Authority will consider transfers for the following:

- a. Tenants who have special needs such as verifiable medical needs, providing for a live-in care attendant who is not a family member, emergency relocation, and
- b. Over- or under-utilization of a tenant's current dwelling unit, and
- c. Other special needs situations as determined by the Executive Director or his designee.

For each project, transfers will be granted in the following order:

- Priority I, special needs
- Priority II, more than two persons per bedroom
- Priority III, unmarried persons of the opposite sex (except very young children) in a bedroom
- Priority IV, eligible for a larger or smaller unit but not a higher priority.

Within each priority, households will be ranked by the date the household first became eligible for a transfer.

Each household shall be offered the first uncommitted unit of appropriate size within their project. If no such unit is available, they will be offered the first uncommitted unit of appropriate size within their cluster (see Section II B). If no such unit is available, they will be offered the first available, uncommitted unit of appropriate size within the Authority's total inventory of units.

Notwithstanding, the Executive Director may, based upon high vacancy rates, suspend all transfers related to over- or under-utilization of a tenant's current dwelling unit until such time as an acceptable occupancy rate is achieved.

The resident is responsible for all moving costs related to a unit transfer except in situations where the unit is uninhabitable through no fault of the resident, or when the transfer is due to the need of HASLC.

Section IX - Evictions

HASLC may terminate tenancy due to a tenant's action(s) or failure to act in accordance with HUD regulations [24 CFR 966.4(1) (2)], and/or terms of the lease.

Tenants will be asked to move if they fail to abide by the terms or conditions of their lease. For tenants to be evicted for failure to pay rent, the appropriate information will be filed with the attorney prior to the end of the month when the rent is due. The attorney will then file a suit for rent and possession. If the Authority is awarded a Judgment against the tenant and the tenant fails to pay his account in full within 10 days from date of Judgment, the Authority may request Eviction of the tenant.

If the tenant is to be evicted for failure to abide by the terms of his/her lease the appropriate information will be forwarded to the Supervisor of Public Housing by the Housing Manager. The tenant will be issued a 30-day Notice to Terminate Tenancy. The Notice will state the reason(s) for termination, and provide the date that they are to move from the unit. All termination notices are sent by Certified Mail, regular mail and a copy is hand delivered; if management determines the staff would be in an dangerous position, a copy will not be hand delivered.

HASLC will terminate participation of those with unacceptable criminal behavior or a substance/alcohol abuse problem.

The Authority will immediately terminate participation for any conviction – ever – for the manufacture or production of methamphetamine on the premises of federally assisted housing.

The Authority may terminate participation for any of the following reasons:

- (1) any drug-related criminal activity on or off the assisted premises by any tenant, member of the tenant's household, or guest;
- (2) any drug-related criminal activity on the assisted premises by any person under the tenant's control;
- (3) any illegal use of a drug by a household member;
- (4) a household member's pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (5) abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (6) furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers;
- (7) any criminal activity – by a tenant, a member of a tenant's household, a guest, or other person under a tenant's control – that threatens the health safety, or right to peaceful enjoyment of the premises by other residents or on-site management staff, or by persons residing in the immediate vicinity of the premises;
- (8) flight by a tenant to avoid prosecution, or custody or confinement after conviction for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees;
- (9) violating a condition of probation or parole imposed under federal or state law;
- (10) if any member of the household commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- (11) If any member of the household is or becomes subject to a lifetime registration requirement under a state sex offender registration program;
- (12) If any member of the household, guests, visitors or any other persons under the Resident's control bring any concealed or other weapons on the premises of any public housing development owned, managed, controlled or subsidized by the Authority without specific, written authorization as noted in Section V.

The Authority may evict the tenant by judicial action for criminal activity if it determines that an applicable individual has engaged in criminal activity, regardless of whether the individual has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

The Authority may consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken reasonable steps to prevent or mitigate the offending action.

The Authority may require a tenant to exclude a household member to continue to reside in the assisted unit, if that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Authority may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. The Authority may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

When the Authority evicts an individual or family for criminal activity, it will notify the local Post Office serving the assisted address that the individual or family no longer resides in the unit.

If the Authority seeks to terminate tenancy for criminal activity as indicated by a criminal record, it will notify the household of the proposed action, and provide the subject of the record and the tenant with a copy of the criminal record before a grievance hearing or trial. The tenant will be given the opportunity to dispute the accuracy and relevance of the criminal record in the hearing or trial.

All tenants who are asked to vacate the premises will be given the opportunity for a hearing under the Authority grievance procedures. All notices to the tenants must be in writing and all requests for hearings by the tenants must be in writing to the Authority. A request for a hearing must be received within ten days of the date of the lease termination letter.

Following the hearing, the tenant will be notified of the results, and the appropriate action will be taken based upon the decision of the hearing officer. In cases other than criminal activity, the tenant may request a formal hearing. If a tenant does not request a formal hearing in writing within ten days, they are no longer entitled to a hearing.

Section X - Debts, Collections and Rent Write-offs

Tenant rents are due and payable on the first of the month in which the rent is due. If the tenant fails to make payment of the rent when due, and the rent is not paid within five days after written notice by the Authority, then at the option of the Authority, the account will be referred to the Authority's attorney for rent and possession.

If the tenant fails or refuses to pay rent due or to vacate the unit upon such default, the Authority may assume possession by lawful means to remove the tenant or other occupants and their possessions, by eviction proceedings. If tenant makes full payment after the eviction has been filed, the Authority will discontinue the eviction (assuming the tenant has not defaulted in the performance of any other lease provisions).

If the tenant appears in Court and a Judgment (writ of possession) is obtained, the Authority may - in its sole discretion - agree to accept payment in installments. If the tenant fails to meet this schedule, the writ of possession will still be enforced.

Rent write-offs are processed several times a year, usually quarterly. When tenants vacate, they are mailed a statement detailing the amount due the Authority as of their vacate date; after security deposits and other account credits are applied to the debt. The tenant is allowed a specific amount of time to contact the Authority and either pay the full amount or set up a re-payment agreement. Should the tenant pay all moneys due, the account is no longer delinquent and is deleted from the accounts receivable ledger.

Vacated tenant accounts (with unpaid balances) will be written off the accounts receivable ledger, entered into the Authority's bad debt maintenance accounts ledger, and will be referred to the Authority's collection agency.

The Authority's Board of Commissioners must approve all account write-offs.

In addition, former tenants who apply for the Authority's Public Housing or Section 8 programs must satisfy any outstanding debt (with the Authority) before they will be admitted to the program(s).

Section XI - Grievances

A. Purpose and Scope

The purpose of this grievance procedure is to set forth the requirements, standards and criteria for a grievance procedure to be established and implemented by the Housing Authority of St. Louis County (hereinafter referred to as "HASLC") to assure that a HASLC tenant is afforded an opportunity for a hearing if the tenant disputes, within a reasonable time, any HASLC action or failure to act involving the tenant's lease with HASLC or HASLC's regulations, policies and procedures, which adversely affect the individual tenant's rights, duties, welfare or status. The grievance procedure shall be incorporated in the HASLC dwelling lease.

B. Applicability

1. a. HASLC's grievance procedure shall be applicable to all individual grievances as defined in Section C. of this grievance procedure between the tenant and HASLC.

b. i. The term "due process determination" means a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section C. 3.) before eviction from the dwelling unit. If HUD has issued a due process determination, HASLC may exclude from its formal hearing administrative grievance procedure under this section any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority, or

- Any drug-related criminal activity.

ii. If HUD has issued a due process determination, HASLC may evict the occupants of the dwelling unit through the judicial eviction procedures, which are the subject of the determination. In this case, HASLC is not required to provide the opportunity for a formal hearing under its administrative grievance procedure.

2. The HASLC tenant grievance procedure shall not be applicable to disputes between tenants not involving HASLC 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 Board of Commissioners of HASLC.

3. Each tenant shall be afforded an opportunity for a hearing on any grievance as defined in Section C. 1. hereof.

C. Definitions

The following definitions are applicable to this tenant grievance procedure:

1. "Grievance" shall mean any dispute which a tenant may have with respect to any action by HASLC or any failure to act in accordance with the individual tenant's lease or HASLC regulations which adversely affect the individual tenant's rights, duties, welfare or status.

2. "Complainant" shall mean any tenant whose grievance is presented to HASLC at its main office, 8865 Natural Bridge, St. Louis, Missouri 63121, in accordance with Sections D. and E. 1. below.

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:

- a. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
- b. Right of the tenant to be represented by counsel;
- c. Opportunity for the tenant to refute the evidence presented by HASLC including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
- d. A decision on the merits.

4. "Hearing Officer" shall mean a person selected in accordance with Section E. hereof, to hear grievances and render a decision with respect thereto.

5. "Tenant" shall mean the adult person (or persons) (other than a live-in aide):

- a. Who resides in the unit, and who executed the lease with HASLC as lessee of the dwelling unit, or, if no such person now resides in the unit,
- b. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

6. "Resident organization" includes a resident management corporation.

D. Informal settlement of grievances

Any grievance shall be presented, in writing, to HASLC at its main office at 8865 Natural Bridge, St. Louis, Missouri 63121, so that the grievance may be discussed informally and settled without a hearing, with the Director of Residential Properties. 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 HASLC's 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 Section E. may be obtained if the complainant is not satisfied.

E. Procedures to obtain a hearing

1. Request for hearing. The complainant shall submit a written request for a hearing to HASLC at its main office within a reasonable time (ten (10) calendar days from the date of the letter) after receipt of the summary of discussion pursuant to Section D. above. The written request shall specify:

- a. The reasons for the grievance; and
- b. The action or relief sought.

2. Selection of hearing officer. a. A grievance hearing shall be conducted by an impartial person appointed by HASLC, who may be an officer or employee of HASLC, other than a person who made or approved HASLC's action under review or a subordinate of such person.

b. Subject to Section E. 2. a. Hereof, HASLC may appoint any disinterested person to conduct a grievance hearing. A person shall be deemed "disinterested" if he or she is not related to any party to the grievance and did not make or approve HASLC's action under review. Such a person may be an officer or employee of HASLC as long as they otherwise satisfy the criteria set forth in this subsection.

c. HASLC shall provide the resident organizations with a list of prospective hearing officers before appointing each hearing officer or panel member. Any comments or recommendations submitted by the tenant organizations shall be considered by HASLC before the appointment.

3. Failure to request a hearing. If the complainant does not request a hearing in accordance with this paragraph, then HASLC's disposition of the grievance under Section D. shall become final: Provided, that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest HASLC's action in disposing of the complaint in an appropriate judicial proceeding.

4. Hearing prerequisite. All grievances shall be personally presented in writing pursuant to the informal procedure prescribed in Section D. above as a condition precedent to a hearing under this section: Provided, That if the complainant shall show good cause why he failed to proceed in accordance with Section D. to the hearing officer, the provisions of this subsection may be waived by the hearing officer.

5. Escrow deposit. Before a hearing is scheduled in any grievance involving the amount of rent which HASLC claims is due, the complainant shall pay to HASLC 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 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. These requirements may be waived by HASLC in extenuating circumstances. 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 complainant may have to contest HASLC's disposition of his grievance in any appropriate judicial proceeding.

6. Scheduling of hearings. Upon complainant's compliance with paragraphs 1., 4. and 5. of this Section, the hearing officer shall schedule a hearing promptly for a time and place reasonably convenient to both the complainant and HASLC. Written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate HASLC official.

F. Procedures governing the hearing

1. The hearing shall be held before a hearing officer pursuant to Section E. 2. hereof.

2. The complainant shall be afforded a fair hearing, which shall include:

a. The opportunity to examine before the hearing any HASLC documents, including records and regulations, that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If HASLC does not make the document available for examination upon request by the complainant, HASLC may not rely on such document at the grievance 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;

d. The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by HASLC or project management, and to confront and cross-examine all witnesses upon whose testimony or information HASLC or project management relies; and

e. A decision based solely and exclusively upon the facts presented at the hearing.

3. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

4. If the complainant or HASLC fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his right to a hearing. Both the complainant and HASLC shall be notified of the determination by the hearing officer; Provided, That 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 HASLC's disposition of the grievance in an appropriate judicial proceeding.

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

6. The hearing shall be conducted informally by the hearing officer and 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 HASLC, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

7. The complainant or HASLC may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

8. Accommodation of persons with disabilities. a. HASLC will 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. Tenant or anyone else desiring to participate in the hearing at least ten (10) days prior to the date set for the hearing must request any such accommodation.

b. If the tenant is visually impaired, any notice to the tenant, which is required under this section, must be in an accessible format.

G. Decision of the hearing officer

1. The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and HASLC. HASLC 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 HASLC and made available for inspection by a prospective complainant, his representative, or hearing officer.

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

a. The grievance does not concern HASLC action or failure to act in accordance with or involving the complainant's lease or HASLC 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 regulations or requirements of the annual contributions contract between HUD and HASLC.

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

Section XII - Equal Opportunity and Outreach

The Authority complies with all Fair Housing and Equal Opportunity laws, regulations and Executive Orders both in the provision of housing and in employment. The Authority does not discriminate against any individual on the basis of race, color, religion, sex, national origin, familial status or handicap.

The Authority will perform outreach activities when determined to be necessary.

Family Self-Sufficiency Activities Addendum

Any future openings for FSS Coordinator will be posted in the Authority's lobby, advertised in a newspaper of general circulation and in a minority newspaper.

All new Public Housing tenants – including those with disabilities and those with limited English proficiency – will be provided the opportunity to participate in any FSS activities which may be offered.

The Authority's headquarters and other offices are handicapped-accessible. It has a TTY phone number and utilizes such services as Deaf Interlink when necessary. It employs sign-language and other translators as necessary at no cost to clients.

The Authority briefs all new Public Housing tenants on fair housing makes referrals to fair housing agencies when warranted.

The Authority briefs all new Public Housing tenants on how to file a housing discrimination complaint and provides a HUD discrimination complaint form – which includes the HUD Discrimination Complaint Hotline Number – in the tenant information packet they receive.

The Authority records the race, ethnicity, familial status and disability status, among other attributes, of all of its clients and – within the limitations of its computer software – will generate and provide required FSS reports.

Section XIII - Glossary

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Abusive or Violent Behavior: Verbal as well as physical abuse or violence toward Housing Authority staff or other residents. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for denial or termination of assistance.

Adjusted income. The income upon which rent calculations are based – annual income less appropriate deductions and exemptions. Deductions may include child care expense, medical expense, disability expense, dependent allowance and an elderly/disabled allowance. All income not specifically excluded by law or regulation is used in rent calculation.

Adult: A household member who is 18 years or older or who is the head of the household, or spouse.

Allowance for utilities. The Authority's estimate of the average monthly utility bills (gas & electric). Utility allowances vary by unit type and size.

Annual Contributions Contract ("ACC"). Written agreement between the Authority and HUD to provide annual contributions to the Authority for the cost of the bonds issued to finance the construction of public housing.

Annual income. The gross amount of income anticipated to be received by the household during the twelve months after certification or recertification. Gross income is the amount of income prior to any HUD-allowable expenses or deductions, and does not include income which is excluded by HUD. Annual Income is used to determine if households are within applicable income limits.

Applicant: A person or family that has applied for admission to a program but is not yet a participant in the program (24 CFR 5.403)

Annual income after allowances. The Annual Income (described above) less the HUD approved allowances.

Assets. Net Family Assets – value of equity savings, checking, IRA account, real property, stocks bonds, and other forms of capital investment. The value of necessary items of personal property (such as furniture/autos) is excluded. In the cases where a trust fund has been established, and the trust fund is not revocable by, or under the control of, any member of the family household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust.

Child care expenses. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for an adult to further education. Expense amounts shall reflect reasonable charges and shall not exceed the amount of income derived from all sources.

Citizen: A citizen or national of the United States (24 CFR 5.504(b)

Net Tenant Rent (formerly Contract rent). Amount payable monthly by the family as rent to the Authority.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

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

Disabled person. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 42 U.S.C. 6001(7). (1937 Housing Act).

Displaced household. A family or person displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster, pursuant to Federal Disaster Relief laws.

Drug-Related Criminal Activity: Drug trafficking or the 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).

Earned Income Disallowance. Earned income of a Previously Employed Person or Qualified Family used for admissions purposes, but not for rent calculation purposes. HASLC works closely with the welfare office concerning the verification of welfare benefits.

Previously employed person. Someone with disabilities who has earned – in the 12 months prior to employment – not more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Qualified family. A tenant household whose annual income increases due to one of the following reasons:

- employment of a family member who is a person with disabilities and was previously unemployed for one or more years prior to employment
- increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program
- new employment or increased earnings of a family member who is a person with disabilities during or within 6 months after receiving assistance, benefits or service under any state program for temporary assistance (TANF, Welfare to Work, etc.).

Elderly family. A family whose head or spouse or sole member is at least 62 years of age or a person with disabilities (as defined in this section). May include two or more elderly persons with disabilities living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.

Eligibility income. Annual income is now used for eligibility determination to compare to established income limits.

Eviction. Dispossession of a tenant household from a leased unit as a result of the termination of the lease for serious and/or repeated violations of any terms or conditions of the Authority's lease, or failure to fulfill tenant obligations set forth in HUD regulations, Federal, State, or local laws, or for other good cause.

Excess medical expenses. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income, which are not reimbursable from any other source.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family. Defined by the Authority as two or more persons living together related by blood, marriage or operation of law who occupy the same dwelling, a person with disabilities which are continuous and indefinite, a single person 62 years of age or older, or a single pregnant woman, the remaining member of a tenant family

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income based method. The flat rent, established by the Housing Authority, is set at the lesser of the market value for the unit or the cost to operate the unit.

Foster child care payment. Payment by state, local or private agencies to eligible households.

Full time student. A person who is attending school or vocational training on a full-time basis.

Gross income. Total family/household income as previously defined in Annual income.

Gross rent. The sum of the contract rent and the utility allowance. If there is no utility allowance, contract rent equals gross rent. Also referred to as Total Tenant Payment (TTP) as defined herein.

Handicapped/Disability assistance expense. Anticipated costs for care attendants and auxiliary apparatus for family members with disabilities which enable a family member (including the family member with disabilities) to work; provided the expenses are not paid to a member of the household nor reimbursed by an outside source.

Handicapped person. See Disabled Person.

Head of the household. The household member who assumes legal and moral responsibility for the household and is listed on the application as the head.

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Imputed welfare income. Potential annual income that is not actually received by a household as a result of an official welfare benefit reduction. Imputed welfare income is included in a family's annual income for purposes of rent calculation for the duration of the welfare benefit reduction.

Income for eligibility. See Annual Income.

Involuntary displaced household. Defined in Section III, C.

Lease. A written agreement between the Authority and an eligible household for the leasing of a housing unit.

LEP, Limited English Proficiency.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. is determined to be essential to the care and well-being of the person;
 - B. is not obligated for the support of the persons; and
 - C. would not be living in the unit except to provide the necessary supportive services.
- (24 CFR 5.403(b)

Lower income family. A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD.

Medical expenses. Those medical expenses that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Minor. Revised definition under dependent.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b)

Monthly adjusted income. One twelfth (1/12) of the Annual Income after Allowances or Adjusted Income.

Monthly income. One twelfth (1/12) of the gross annual income.

Net Family Assets: Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b)

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Recertification. Also referred to as reexamination. The process of securing documentation to determine the rent the tenant household will pay for the next 12 months or interim period between lease dates; done at least once per year and at any time the household has a change in income or family size. There are Annual and Interim recertifications.

Remaining member of tenant family/household. Person(s) remaining in rental unit who may or may not normally qualify for assistance on own circumstances.

Security deposit. A dollar amount deposited with the Authority at initial occupancy of the rental unit; can be used for unpaid rent or other outstanding account balances upon termination of the lease.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Service person. A person in the active military or naval service (including the active reserve) of the United States.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Social Security Number. HASLC requires verification of social security numbers for all family members over 6 years of age. Verification is obtained at the time of certification. Applicants are required to present original social security cards, or provide other official documentation from the Social Security Administration., or provide documentation that a social security number has been applied for.

Spouse. The marriage partner of the head of the household.

Substandard housing. Housing that has been deemed unsafe, unsanitary and substandard for living by an authorized licensed entity.

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant rent: The amount payable monthly by the family/household as rent to the Authority. (Tenant rent equals total tenant payment less the utility allowance.)

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Threatening: Oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Also see "Abusive or violent behavior."

Total tenant payment (TTP): Equal to 30% of monthly-adjusted income or \$50, whichever is greater. (Exception: TTP shall not be less than 10% of the gross monthly income of the family.)

Utility allowance. – Attachment F

Utility reimbursement payment: The amount, by which the utility allowances for the unit, if applicable, exceeds the TTP for the household occupying the unit.

Very low income family: A lower income family whose annual income does not exceed 50% of the median income for the area, as determined by HUD.

Veteran: A person who has served in active military or naval service of the United States at any time and who shall have been released or discharged therefrom, other than dishonorable discharge.

Violence Against Women Act (VAWA): Law that places restrictions on denial, eviction, or termination based on violations that are directly related to a family member being the victim of domestic violence, dating violence or stalking, unless the authority can demonstrate an actual or imminent threat to other tenants or those employed at or providing service to a property.

Waiting List: A list of households organized according to HUD regulations and PHA policy that are waiting to be interviewed to determine program eligibility.

Section - XIV

Criminal Conviction History and Substance Abuse Records Management

The Director of Residential Properties and the Hearing Officer are responsible for implementing the following guidelines for management of two special types of client-related records:

- (1) Criminal conviction records received from law enforcement agencies, and
- (2) Records received from drug abuse treatment facilities.

Such records are used to make admit/deny decisions for initial participation or to make continuation/termination decisions for continuing participation. They will be used only for their intended purpose and will not be misused or improperly disseminated. They will be maintained in reasonable confidence and stored separately from regular client files in a designated area. Date-related color-coded folders will be used to facilitate record location and destruction.

If a decision is made to admit or to continue participation, records will be destroyed no later than 5 business days after the final decision is made. If a decision is made to deny admission or to terminate participation, records will be destroyed no later than 6 months after the last of the following events:

- (a) The time to request an administrative hearing has elapsed,
- (b) An administrative hearing decision has been rendered without commencement of litigation, or
- (c) The final disposition of any decision-related litigation has been made.

Section - XV

Enterprise Income Verification (EIV) Records Access and Management

The Director of Assisted Housing, Director of Residential Properties, IT Manager and Purchasing Manager are responsible for implementing the following policies and procedures with respect to EIV information.

- 1) Appropriate online computer access to the EIV system will be granted only to those employees who have a job-related need to have such access, such as Caseworkers, Managers, Supervisors, Directors, IT personnel, etc. Such access will be promptly withdrawn when an individual no longer has a job-related need to have such access.
- 2) Caseworkers and Managers will insure that a Form HUD-9886 Authorization for the Release of Information / Privacy Act Notice – or its equivalent – is signed by each adult (18 or older) member of an assisted household and is filed in the client file.
- 3) All employees will be instructed and trained to lock their workstation or log off the HASLC network when they are away from their PCs.
- 4) Employees who handle files containing EIV information will be instructed and trained to keep such information reasonably private and secure, including not allowing unauthorized access to such information and by keeping such files in locked containers when not actually in use.
- 5) Keys to locking containers will be given only to appropriate employees, their supervisors and/or department directors. An Acknowledgment of Receipt of Keys will be executed by each employee receiving keys to containers that house EIV information. Such Acknowledgements and a master Key Accountability Record will be maintained by the Director of Residential Properties. Employees will be instructed and trained not to lend or give their keys to anyone.
- 6) When printed EIV information is determined to be no longer needed, employees will be instructed and trained to dispose of such information by secure means such as shredding or burning.
- 7) The Purchasing Manager will have all contractors who have access to areas in which EIV information is handled and/or stored to execute a Contractor Acknowledgment disclosing the prohibition against unauthorized inspection or disclosure of EIV information. The Purchasing Manager will maintain a file of such Acknowledgments.
- 8) The Director of Assisted Housing, Director of Residential Properties and IT Manager will conduct appropriate training sessions as needed for current and future employees concerning these policies and procedures for the handing of EIV information. They will keep a Security Awareness Training Attendance Record for all such training sessions.
- 9) EIV information shall be retained for the term of tenancy plus three (3) years.

Section - XVI

The Violence against Women Act (VAWA)

Pursuant to the Violence Against Women Act (VAWA), the Housing Authority of St. Louis County (HASLC) has implemented the following policies. The purpose of these policies, consistent with the intent of VAWA, is to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking – as well as members of the victims’ immediate families – from being denied occupancy, or losing their tenancy as a result of the abuse of which they were the victim.

1. HASLC shall not deny admission to, or continued occupancy of, the LIPH program to any applicant/tenant on the basis that the applicant/tenant is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for admission, or continued occupancy.
2. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, that meet the requirements set forth in VAWA, will not be construed to be a serious or repeated violation(s) of the lease by the victim or threatened victim of that violence, and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.
3. If a tenant or immediate member of the tenant’s family is a victim of domestic violence, dating violence, sexual assault, or stalking, perpetrated by a member of a tenant’s household, guest(s), or other person(s) under the tenant’s control, the aforementioned criminal activity shall not be cause for termination of tenancy or occupancy rights of the victim. However, HASLC may bifurcate the lease in order to evict, remove, or terminate tenancy to any tenant(s) or lawful occupant(s), who engage(s) in (a) criminal act(s) of violence against family members or others. If the leaseholder (head-of-household) refuses to cooperate with the Authority in removing an occupant from the household who is the perpetrator of acts of domestic violence, dating violence, sexual assault, or stalking, HASLC will terminate tenancy for the entire household.
4. HASLC will honor court orders addressing rights of access to or control of the property, distribution or possession of property among household members, and civil protection orders issued to protect the victim in cases where the family breaks up.
5. HASLC may evict a tenant for any violation of the lease not premised on an act or acts of violence against a tenant or a member of the tenant’s household. The standards utilized by the Authority in deciding whether to terminate a tenancy will not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants.
6. HASLC may terminate the occupancy of any tenant or lawful occupant, if the tenant demonstrates an actual or imminent threat to other tenant(s) or employee(s).
7. HASLC will request an individual to certify/document, in a form acceptable to the Authority, that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking and that the incident(s) in question are genuine incidents of actual or threatened abuse. The certification shall include the name of the perpetrator. The tenant shall provide the documentation/certification to the Authority within 14 business days of the request for certification/documentation.
8. Failure to provide requested certification in writing, within 14 business days of HASLC’s request, may result in the Authority going forward with an eviction or termination of tenancy for any tenant or lawful occupant that commits violations of the lease. The 14 business day period may be extended at the discretion of the Authority. Inability to provide certification requirements will be reviewed on a case-by-case basis.

9. An individual may satisfy the certification/documentation requirement by:
 - a. providing HASLC with certification/documentation, in a form acceptable to the Authority, 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, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident(s) in question are actual incidents of abuse and the victim of domestic violence, dating violence, sexual assault, or stalking has signed or attested to the documentation, or
 - B. producing a Federal, State, police, or court record.
10. All information provided to HASLC pursuant to the certification/documentation, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence by the Authority and shall neither be entered into a shared data base nor provided to any related entity, except to the extent that disclosure is:
 - A. requested or consented to, in writing, by the individual,
 - B. required for use in an eviction proceeding of an abuser, perpetrator, or stalker, or
 - C. is otherwise required by applicable law.

COMMUNITY SERVICE

INTRODUCTION

This chapter explains HUD regulations requiring PHAs to implement a community service program for all non-exempt adults living in public housing.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

Part I: Community Service Requirements. This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

Part II: PHA Implementation of Community Service. This part provides PHA policy regarding PHA implementation and program design.

PART I: COMMUNITY SERVICE REQUIREMENT

11-I.A. OVERVIEW

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. Per 903.7(l)(1)(iii), the PHA Plan must contain a statement of how the PHA will comply with the community service requirement, including any cooperative agreement that the PHA has entered into or plans to enter into.

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [24 CFR 960.601(b)].

In administering community service requirements, the PHA must comply with all non-discrimination and equal opportunity requirements [24 CFR 960.605(c)(5)].

11-I.B. REQUIREMENTS

Each adult resident of the PHA, who is not exempt, must [24 CFR 960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).
- The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours are completed by each annual certification of compliance [Notice PIH 2015-12].

Definitions

Exempt Individual [24 CFR 960.601(b), Notice PIH 2015-12]

An *exempt individual* is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][l] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities

PHA Policy

The PHA will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state of Missouri, including a state-administered welfare-to-work program
 - This exemption applies to anyone whose characteristics or family situation meets the welfare agency exemption criteria and can be verified.
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of Missouri, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in non-compliance with such program.
- Is a member of a non-public housing over-income family.

Addendum A: Community Service

Community Service [24 CFR 960.601(b), Notice PIH 2015-12]

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community. Community service is not employment and may not include political activities.

Eligible community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing)
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts
- PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board
- Care for the children of other residents so parent may volunteer

PHA Policy

Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work will not be considered eligible community service activities.

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

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

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

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

Work Activities [42 U.S.C. 607(d)]

As it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate

Notification Requirements [24 CFR 960.605(c)(2), Notice PIH 2015-12, Notice PIH 2016- 06]

The PHA must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for PHA verification of exempt status. The PHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. In addition, the family must sign a certification, such as Attachment A of Notice PIH 2015-12, that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement will result in non-renewal of their lease. The family must also sign a certification at annual reexamination, such as Attachment B of Notice PIH 2015-12, certifying that they understand the requirement.

PHA Policy

The PHA will provide the family with a copy of the Community Service Policy found in Exhibit 11-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

On an annual basis, at the time of lease renewal, the PHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes non-exempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform, and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify the activities and hours completed.

11-I.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]

The PHA must review and verify family compliance with service requirements annually at least thirty days before the end of the twelve-month lease term. The policy for documentation and verification of compliance with service requirements may be found in Section 11-I.D., Documentation and Verification.

PHA Policy

Where the lease term does not coincide with the effective date of the annual reexamination, the PHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, the PHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

Annual Determination

Determination of Exemption Status

An exempt individual is excused from the community service requirement [24 CFR 960.603(a)].

PHA Policy

At least 60 days prior to lease renewal, the PHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the PHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination.

Upon completion of the verification process, the PHA will notify the family of its determination in accordance with the policy in Section 11-I.B., Notification Requirements.

Determination of Compliance

The PHA must review resident family compliance with service requirements annually at least 30 days before the end of the twelve-month lease term [24 CFR 960.605(c)(3)]. As part of this review, the PHA must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

PHA Policy

Approximately 60 days prior to the end of the lease term, the PHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit the PHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or PHA approved extension, the subject family members will be considered non-compliant with community service requirements, and notices of non-compliance will be issued pursuant to the policies in Section 11-I.E., Non-compliance.

Change in Status between Annual Determinations

PHA Policy

Exempt to Non-exempt Status

If an exempt individual becomes non-exempt during the twelve-month lease term, it is the family's responsibility to report this change to the PHA within 10 business days.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the month following 30 days' notice.

Determination of Initial Compliance

When an adult family member becomes subject to community service, he or she must perform 8 hours of community service for the months he or she is subject to the requirement before the end of the lease term (anniversary date).

Example 1: Alberto Jones turns 18 on 5/10/15 and is not exempt from the community service requirement. His community service requirement begins on 6/1/15, and his initial compliance is reviewed before the end of the lease term (anniversary date), which is 11/30/15.

- Alberto must perform 6 months of community service in his initial compliance period, before the end of the lease term (anniversary date).

Example 2: Lisa Dewhurst leaves her job on 9/20/14 and is not exempt from the community service requirement. Her community service requirement begins on 10/1/14, and her initial compliance is reviewed before the end of the lease term (anniversary date), which is 6/30/15.

- Ms. Dewhurst must perform 9 months of community service in her initial compliance period, before the end of the lease term (anniversary date).

Addendum A: Community Service

Non-exempt to Exempt Status

If a non-exempt person becomes exempt during the twelve-month lease term, it is the family's responsibility to report this change to the PHA within 10 business days. Any claim of exemption will be verified by the PHA in accordance with the policy at 11-I.D., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide the family written notice that the family member is no longer subject to the community service requirement, if the PHA is able to verify the exemption.

The exemption will be effective immediately.

11-I.D. DOCUMENTATION AND VERIFICATION [24 CFR 960.605(c)(4), 960.607, Notice PIH 2016-08]

The PHA must retain reasonable documentation of service requirement performance or exemption in participant files.

Documentation and Verification of Exemption Status

PHA Policy

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form found in Exhibit 11-3. The PHA will provide a completed copy to the family and will keep a copy in the tenant file.

The PHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7.

The PHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with the PHA's determination, s/he can dispute the decision through the PHA's grievance procedures (see Chapter 14).

Documentation and Verification of Compliance

At each regularly scheduled reexamination, each non-exempt family member presents a signed standardized certification form developed by the PHA of community service and self-sufficiency activities performed over the last 12 months [Notice PIH 2015-12].

If qualifying community service activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide documentation required by the PHA. The PHA may require a self-certification or certification from a third party [24 CFR 960.607].

If the PHA accepts self-certification of compliance with the community service requirement, it must provide a form which includes a statement that the client performed the required hours, contact information for the community service provider, a description of activities performed, and dates of service.

If the PHA accepts self-certification, it must validate a sample of certifications through third-party documentation. The PHA must notify families that self-certification forms are available and that a sample of self-certifications will be validated.

HUD strongly encourages PHAs to investigate community service compliance when there are questions of accuracy.

Addendum A: Community Service

PHA Policy

Each individual who is subject to the community service requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying the number of hours contributed.

Families will be required to submit the documentation to the PHA, upon request by the PHA, at least annually.

If the PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, the PHA has the right to require additional third-party verification.

11-I.E. NON-COMPLIANCE

Non-compliant Residents

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement or families are determined to be over-income for 24 consecutive months. Violation of the service requirement is grounds for non-renewal of the lease at the end of the twelve-month lease term, but not for termination of tenancy during the course of the twelve-month lease term [24 CFR 960.603(b)].

PHAs may not evict a family due to CSSR non-compliance. However, if PHA finds a tenant is non-compliant with CSSR, the PHA must provide written notification to the tenant of the non-compliance which must include:

- A brief description of the finding of non-compliance with CSSR.
- A statement that the PHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the PHA, or the family provides written assurance that is satisfactory to the PHA explaining that the tenant or other non-compliant resident no longer resides in the unit. Such a written work-out agreement must include the means through which a non-compliant family member will comply with the CSSR requirement [24 CFR 960.607(c), Notice PIH 2015-12].

The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's non-renewal of the lease because of the PHA's determination.

PHA Policy

The notice of non-compliance will be sent at least 45 days prior to the end of the lease term.

The family will have 10 business days from the date of the notice of non-compliance to enter into a written work-out agreement to cure the non-compliance over the 12-month term of the new lease, provide documentation that the non-compliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a non-compliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing or does not take either corrective action required by the notice of non-compliance within the required 10 business day timeframe, the PHA will terminate tenancy in accordance with the policies in Section 13-IV.D.

Continued Non-compliance and Enforcement Documentation [24 CFR 960.607(b)]

Should a family member refuse to sign a written work-out agreement or fail to comply with the terms of the work-out agreement, PHAs are required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) for failure to comply with lease requirements. When initiating termination of tenancy proceedings, the PHA will provide the following procedural safeguards:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
- A decision on the merits.

PHA Policy

Notices of continued non-compliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.

The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the non-compliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a non-compliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the non-compliant family member that previously resided with them.

If the family does not request a grievance hearing or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

PART II: IMPLEMENTATION OF COMMUNITY SERVICE

11-II.A. OVERVIEW

Each PHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in the PHA's best interests to develop a viable, effective community service program, to provide residents with the opportunity to engage in the community and to develop competencies.

PHA Implementation of Community Service

The PHA may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR 960.609].

PHA Policy

The PHA will notify its insurance company if residents will be performing community service at the PHA. In addition, the PHA will ensure that the conditions under which the work is to be performed are not hazardous.

If a disabled resident certifies that s/he is able to perform community service, the PHA will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

PHA Program Design

The PHA may administer qualifying community service or economic self-sufficiency activities directly or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR 960.605(b)].

PHA Policy

The PHA will attempt to provide the broadest choice possible to residents as they choose community service activities.

The PHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The PHA will work with resident organizations and community organizations to design, implement, assess, and recalibrate its community service program.

The PHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, the PHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

The PHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.



HOUSING AUTHORITY OF ST. LOUIS COUNTY

EXHIBIT 11-1: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definitions

Community Service - community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing)
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts
- PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board
- Care for the children of other residents so parent may volunteer

Note: Political activity is excluded.

Self-Sufficiency Activities - self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers

Addendum A: Community Service

- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), or reading, financial, or computer literacy classes
- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Exempt Adult - an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][l] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individual
- Is engaged in *work activities*
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of Missouri, including a state-administered welfare-to-work program; or
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of Missouri, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in non-compliance with such program

PHAs can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.

Work Activities mean it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)

Addendum A: Community Service

- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- Provision of childcare services to an individual who is participating in a community service program

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month or may be aggregated across a year. Any blocking of hours is acceptable as long as long as 96 hours is completed by each annual certification of compliance.
3. Family obligation:
 - At lease execution, all adult members (18 or older) of a public housing resident family must:
 - Sign a certification (Attachment A) that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and
 - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
 - Upon written notice from the PHA, non-exempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying the number of hours.
 - If a family member is found to be non-compliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, or the lease will be terminated.
 - At annual reexamination, the family must also sign a certification certifying that they understand the community service requirement.
4. Change in exempt status:
 - If, during the twelve (12) month lease period, a non-exempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation of exempt status.
 - If, during the twelve (12) month lease period, an exempt person becomes non-exempt, it is their responsibility to report this to the PHA. Upon receipt of this information the PHA will provide the person with the appropriate documentation

Addendum A: Community Service

form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

1. To the greatest extent possible and practicable, the PHA will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
 - Provide in-house opportunities for volunteer work or self-sufficiency activities.
2. The PHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
3. Although exempt family members will be required to submit documentation to support their exemption, the PHA will verify the exemption status in accordance with its verification policies. The PHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.
4. Non-compliance of family member:
 - At least thirty (30) days prior to the end of the 12-month lease term, the PHA will begin reviewing the exempt or non-exempt status and compliance of family members;
 - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the PHA finds the family member to be non-compliant, the PHA will not renew the lease unless:
 - The head of household and any other non-compliant resident enter into a written agreement with the PHA, to make up the deficient hours over the next twelve (12) month period; or
 - The family provides written documentation satisfactory to the PHA that the non-compliant family member no longer resides in the unit.
 - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to the PHA that the non-compliant family member no longer resides in the unit;
 - The family may use the PHA's grievance procedure to dispute the lease termination.

Addendum A: Community Service

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

Resident

Date

Resident

Date

Resident

Date

EXHIBIT 11-2: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(1) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE

Social Security Act:

216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term "disability" means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term "blindness" means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):

SEC. 1614. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term "aged, blind, or disabled individual" means an individual who—

- (A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and
- (B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or
 - (ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.
- (2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.
- (3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.



HOUSING AUTHORITY OF ST. LOUIS COUNTY

EXHIBIT 11-3: DETERMINATION OF EXEMPTION FOR COMMUNITY SERVICE

Family: _____ Adult family member: _____

This adult family member meets the requirements for being exempted from the PHA's community service requirement for the following reason:

- 62 years of age or older (*Documentation of age in file*)
- Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement (*Documentation of HUD definition of disability in file*)

Tenant certification: I am a person with disabilities and am unable to comply with the community service requirement.

Signature of Family Member

Date

- Is the primary caretaker of such an individual in the above category (*Documentation in file*)
- Is engaged in work activities (*Verification in file*)
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of Missouri, including a state-administered welfare-to-work program (*Documentation in file*)
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of Missouri, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in non-compliance with such program (*Documentation in file*)

Signature of Family Member

Date

Signature of Housing Authority Official

Date



HOUSING AUTHORITY OF ST. LOUIS COUNTY

EXHIBIT 11-4: CSSR WORK-OUT AGREEMENT

Date: _____

Non-compliant Adult: _____

Adult family member: _____

Community Service & Self-Sufficiency Requirement (CSSR):

Under Section 12 of the U.S. Housing Act, the Housing Authority of St. Louis County is required to enforce the community service and self-sufficiency requirement (CSSR). Under the CSSR, each non-exempt adult family member residing in public housing must perform 8 hours per month of community service or self-sufficiency activities.

Non-compliance: The Housing Authority of St. Louis County has found that the non-exempt individual named above is in non-compliance with the CSSR. This work-out agreement is the PHA's written notification to you of this non-compliance.

Our records show that for the most recent lease term you were required to perform _____ hours of CSSR activities. However, there were _____ hours of verified CSSR activities. Therefore, you are in non-compliance for _____ hours.

The Housing Authority of St. Louis County will not renew the lease at the end of the current 12-month lease term unless the head of household and non-compliant adult sign a written work-out agreement with the Housing Authority of St. Louis County, or the family provides written assurance that is satisfactory to the Housing Authority of St. Louis County, explaining that the non-compliant adult no longer resides in the unit. The regulations require that the work-out agreement include the means through which a non-compliant family member will comply with the CSSR requirement. [24 CFR 960.607(c), Notice PIH 2015-12]. The terms of the CSSR work-out agreement are on the reverse side of this page.

Enforcement: Should a family member refuse to sign this CSSR work-out agreement, or fail to comply with the terms of this CSSR work-out agreement, or fail to provide satisfactory written assurance that the non-compliant adult no longer resides in the unit, the Housing Authority of St. Louis County is required to initiate termination of tenancy proceedings at the end of the current 12-month lease [24 CFR 966.53(c)].

Terms of CSSR Work-Out Agreement

Non-compliant Adult: _____

Addendum A: Community Service

Please check one of the below boxes:

- I [head of household or spouse/cohead] certify that the non-compliant adult named above no longer resides in the unit. [Verification attached.]
- I, the non-compliant adult named above, agree to complete _____ hours in the upcoming 12-month lease term. These hours include the _____ hours not fulfilled in the previous lease term, plus the 96 hours for the upcoming lease term.

Below is a description of means through which I will comply with the CSSR requirement:

Description of Activity	Number of Hours
1.	
2.	
3.	
4.	
5.	
Total Hours	

SIGNED AND ATTESTED THIS DATE

Signature: _____ Date: _____
Head of Household

Signature: _____ Date: _____
Non-compliant Adult, if other than Head of Household

Signature: _____ Date: _____
Housing Authority Official

LEASE TERMINATIONS

INTRODUCTION

Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program. The PHA has the authority to terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations also specify when termination of the lease is mandatory by the PHA.

When determining PHA policy on terminations of the lease, the PHA must consider state and local landlord-tenant laws in the area where the PHA is located. Such laws vary from one location to another, and these variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by the PHA. It is presented in four parts:

Part I: Termination by Tenant. This part discusses the PHA requirements for voluntary termination of the lease by the family.

Part II: Termination by PHA - Mandatory. This part describes circumstances when termination of the lease by the PHA is mandatory. This part also explains non-renewal of the lease for non-compliance with community service requirements and families that have been over the income limit for twenty-four consecutive months.

Part III: Termination by PHA - Other Authorized Reasons. This part describes the PHA's options for lease termination that are not mandated by HUD regulation but for which HUD authorizes PHAs to terminate. For some of these options HUD requires the PHA to establish policies and lease provisions for termination, but termination is not mandatory. For other options the PHA has full discretion whether to consider the options as just cause to terminate as long as the PHA policies are reasonable, non-discriminatory, and do not violate state or local landlord-tenant law. This part also discusses the alternatives that the PHA may consider in lieu of termination, and the criteria the PHA will use when deciding what actions to take.

Part IV: Notification Requirements. This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and PHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

PART I: TERMINATION BY TENANT

13-I.A. TENANT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the property site office or the PHA central office or sent by pre-paid first-class mail, properly addressed.

PHA Policy

If a family desires to move and terminate their tenancy with the PHA, they must give at least thirty calendar days advance written notice to the PHA of their intent to vacate. When a family must give less than 30 days' notice due to circumstances beyond their control the PHA, at its discretion, may waive the 30-day requirement.

The notice of lease termination must be signed by the head of household, spouse, or co-head.

PART II: TERMINATION BY PHA - MANDATORY

13-II.A. OVERVIEW

HUD requires mandatory termination of the lease for certain actions or inactions of the family. There are other actions or inactions of the family that constitute *grounds* for lease termination, but lease termination is not mandatory. The PHA must establish policies for termination of the lease in these cases where termination is optional for the PHA.

For those tenant actions or failures to act where HUD requires termination, the PHA has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires the PHA to terminate the lease.

13-II.B. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]

The PHA must terminate the lease if any family member fails to sign and submit any consent form they are required to sign for any re-examination. See Chapter 7 for a complete discussion of consent requirements.

13-II.C. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

The PHA must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible non-citizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

13-II.D. FAILURE TO DISCLOSE AND DOCUMENT SOCIAL SECURITY NUMBERS [24 CFR 5.218(c), 24 CFR 960.259(a)(3), Notice PIH 2018-24]

The PHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and the PHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, the PHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family to be non-compliant.

PHA Policy

The PHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

See Chapter 7 for a complete discussion of documentation and certification requirements.

13-II.E. FAILURE TO ACCEPT THE PHA'S OFFER OF A LEASE REVISION [24 CFR 966.4(l)(2)(ii)(E)]

The PHA must terminate the lease if the family fails to accept the PHA's offer of a lease revision to an existing lease, provided the PHA has done the following:

- The revision is on a form adopted by the PHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.
- The PHA has made written notice of the offer of the revision at least sixty calendar days before the lease revision is scheduled to take effect.
- The PHA has specified in the offer a reasonable time limit within that period for acceptance by the family.

See Chapter 8 for information pertaining to PHA policies for offering lease revisions.

13-II.F. METHAMPHETAMINE CONVICTION [24 CFR 966.4(i)(5)(A)]

The PHA must immediately terminate the lease if the PHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

See Part 13-III.B. below for the HUD definition of *premises*.

13-II.G. LIFETIME REGISTERED SEX OFFENDERS [Notice PIH 2012-28]

Should a PHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the PHA must immediately terminate assistance for the household member.

In this situation, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must terminate assistance for the household.

13-II.H. NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS [24 CFR 966.4(i)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]

The PHA is prohibited from renewing the lease at the end of the 12-month lease term when the family fails to comply with the community service requirements as described in Chapter 11.

13-II.I. DEATH OF A SOLE FAMILY MEMBER [Notice PIH 2012-4]

The PHA must immediately terminate the lease following the death of the sole family member.

PHA Policy

The PHA will attempt to notify the deceased tenant's emergency contact person by mail of their passing. If an emergency contact person is not provided, the PHA will attempt to contact the deceased tenant's next-of-kin. The notification will describe the PHA's requirements for removing the tenant's belongings from the public housing unit.

The emergency contact person, or next-of-kin, will have 15 business days to respond to the notification with arrangements for removing the deceased tenant's belongings. The PHA will temporarily move the belongings of the deceased tenant into storage to expedite turnaround of the unit. If the PHA does not receive correspondence within 15 business days of the notification letter being sent, arrangements to dispose of the belongings will be made by the PHA. Removal of the items from storage must be done within 30 business days of the emergency contact person's response to the notification letter.

13-II.J. OVER-INCOME FAMILIES [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2019-11; FR Notice 2/14/23]

In the public housing program, an *over-income family* is defined as a family whose income exceeds the over-income limit for 24 consecutive months. When this occurs, the PHA must either:

- Terminate the family's tenancy within six months of the PHA's final notification of the end of the 24-month grace period; or
- Within 60 days of the PHA's final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds.

The PHA must establish a continued occupancy policy for over-income families in the ACOP indicating which of the above will occur.

PHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will terminate the tenancy of the family no more than six months after the final notification of the family's over-income status in accordance with the continued occupancy policies below.

Over-Income Limit [Notice PIH 2019-11]

The PHA must publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size.

PHA Policy

The PHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim re-examinations once these policies have been adopted.

Family Size	1	2	3	4	5	6	7	8
Over-Income Limit	\$79,800	\$91,200	\$102,600	\$113,880	\$123,000	\$132,120	\$141,240	\$150,360

For families larger than eight persons, the over-income limit will be calculated by multiplying the applicable very low-income limit by 2.4.

Decreases in Income [24 CFR 960.507(c)(4)]

If, at any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family's income is below the over-income limit, the PHA's over-income policies no longer apply to the family. If the PHA later determines that the family's income exceeds the over-income limit at a subsequent annual or interim re-examination, the family is entitled to a new 24 consecutive month period and new notices under this section.

PHA Policy

If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy in Chapter 9.

If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. The PHA will notify the family in writing within 10 business days of the determination that over-income policies no longer apply to them.

Initial Notice of Over-Income Status [24 CFR 960.507(c)(1)]

If the PHA determines the family has exceeded the over-income limit during an annual or interim re-examination, the PHA must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

At annual or interim re-examination, if a family's income exceeds the applicable over-income limit, within 10 business days the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14.

Addendum B: Lease Terminations

Second Notice of Over-Income Status [24 CFR 960.507(c)(2)]

The PHA must conduct an income examination 12 months after the initial over-income determination, unless the PHA determined the family's income fell below the over-income limit since the initial over-income determination. If the PHA determines the family continues to exceed the over-income limit for 12 consecutive months, the PHA must provide written notification of this 12-month over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. Additionally, if applicable under PHA policy, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

If a family's income exceeds the applicable over-income limit after 12 consecutive months, within ten business days, the PHA will notify the family in writing of the determination and that if the family continues to be over-income for twenty-four consecutive months, the family will be subject to the PHA's over-income policies. The notice will also state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14.

Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509]

Unless the PHA determined the family's income fell below the over-income limit since the second over-income determination, the PHA must conduct an income examination 24 months after the initial over income determination. If the family continues to be over-income based on this determination, the PHA must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the PHA will follow its continued occupancy policies for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will terminate the tenancy of the family no more than six months after the final notification of the family's over-income status.

During the period before termination, the over-income family will continue to be a public housing program participant until their tenancy is terminated. The PHA will continue to charge the family rent in accordance with public housing regulations, will offer the family the choice between income-based and flat rent as required by the regulations, and will prorate rent for mixed families.

The PHA will give appropriate notice of lease tenancy termination (notice to vacate) in accordance with state and local laws.

PART III: TERMINATION BY PHA - OTHER AUTHORIZED REASONS

13-III.A. OVERVIEW

Besides requiring PHAs to terminate the lease under the circumstances described in Part II, HUD requires the PHA to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require PHAs to terminate for such violations in all cases. The PHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and the PHA may, as an alternative to termination, require the exclusion of the culpable household member. The PHA must adopt policies concerning the use of these options.

In addition, HUD authorizes PHAs to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or for other good cause. The PHA must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of the PHA lease. In the development of the terms of the lease, the PHA must consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords PHAs wide discretion in some areas, a broad range of policies could be acceptable.

The PHA also has the option to terminate the tenancies of certain over-income families.

The PHA may consider alternatives to termination and must establish policies describing the criteria the PHA will use when deciding what action to take, the types of evidence that will be acceptable, and the steps the PHA must take when terminating a family's lease.

13-III.B. MANDATORY LEASE PROVISIONS [24 CFR 966.4(I)(5)]

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require PHAs to terminate for such violations in all cases, therefore PHA policies are needed.

Definitions [24 CFR 5.100]

The following definitions will be used for this and other parts of this chapter:

Affiliated individual is defined in section 16-VII.B.

Covered person means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

Dating violence is defined in section 16-VII.B.

Domestic violence is defined in section 16-VII.B.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

Guest means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant.

Household means the family and PHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].

Other person under the tenant's control means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.

Premises means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Sexual assault is defined in section 16-VII.B.

Stalking is defined in section 16-VII.B.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Drug Crime On or Off the Premises [24 CFR 966.4(i)(5)(i)(B)]

The lease must provide that drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or guest, or any such activity engaged in on the premises by any other person under the tenant's control is grounds for termination.

PHA Policy

The PHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Illegal Use of a Drug [24 CFR 966.4(i)(5)(i)(B)]

The lease must provide that a PHA may evict a family when the PHA determines that a household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

PHA Policy

The PHA will terminate the lease when the PHA determines that a household member is illegally using a drug or the PHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous three months.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Addendum B: Lease Terminations

Threat to Other Residents [24 CFR 966.4(I)(5)(ii)(A)]

The lease must provide that any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

PHA Policy

The PHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises.

Immediate vicinity means within a three-block radius of the premises.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Alcohol Abuse [24 CFR 966.4(I)(5)(vi)(A)]

PHAs must establish standards that allow termination of tenancy if the PHA determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

PHA Policy

The PHA will terminate the lease if the PHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous three months.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]

PHAs must establish standards that allow termination of tenancy if the PHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

PHA Policy

The PHA will terminate the lease if the PHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs or the abuse of alcohol, and any records or other documentation (or lack of records or documentation) supporting claims of rehabilitation of illegal drug users or alcohol abusers.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Other Serious or Repeated Violations of Material Terms of the Lease - Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]

HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking may not be construed as serious or repeated violations of the lease by the victim or threatened victim [24 CFR 5.2005(c)(1)].

PHA Policy

The PHA will terminate the lease for the following violations of tenant obligations under the lease:

Failure to make payments due under the lease, including non-payment of rent (see Chapter 8 for details pertaining to lease requirements for payments due);

Repeated late payment of rent or other charges. Four late payments within a 12-month period shall constitute a repeated late payment.

Failure to fulfill the following household obligations:

Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

Not to provide accommodations for boarders or lodgers

To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose

To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease

To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety

To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition

To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner

Addendum B: Lease Terminations

To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators

To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project

To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest

To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(I)(2) and (5)(ii)(B)]

HUD authorizes PHAs to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as "other good cause."

Other Good Cause [24 CFR 966.4(I)(2)(ii)(B) and (C)]

HUD regulations state that the PHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit the PHA to only those examples. The Violence against Women Act prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking as "other good cause" for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such violence [see 24 CFR 5.2005(c)(1)].

PHA Policy

The PHA will terminate the lease for the following reasons.

Fugitive Felon or Parole Violator. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.

Discovery of facts after admission to the program that would have made the tenant ineligible

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a re-examination of income

Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size

Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available

Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists

Failure to promptly inform the PHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.

Failure to abide by the provisions of the PHA pet policy

If the family has breached the terms of a repayment agreement entered into with the PHA

Addendum B: Lease Terminations

If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

If a household member has engaged in or threatened violent or abusive behavior toward PHA personnel.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Family Absence from Unit [24 CFR 982.551(i)]

It is reasonable that the family may be absent from the public housing unit for brief periods. However, the PHA needs a policy on how long the family may be absent from the unit. Absence in this context means that no member of the family is residing in the unit.

PHA Policy

The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose.

The family must promptly notify the PHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than thirty calendar days. In such a case promptly means within 10 business days of the start of the extended absence.

If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit, the PHA will terminate the lease for other good cause.

Abandonment of the unit. If the family appears to have vacated the unit without giving proper notice, the PHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the PHA will secure the unit immediately to prevent vandalism and other criminal activity.

13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY

Exclusion of Culpable Household Member [24 CFR 966.4(l)(5)(vii)(C)]

As an alternative to termination of the lease for criminal activity or alcohol abuse HUD provides that the PHA may consider exclusion of the culpable household member. Such an alternative can be used for any other reason where such a solution appears viable in accordance with PHA policy.

Additionally, under the Violence against Women Act, the PHA may bifurcate a lease in order to terminate the tenancy of an individual who is a tenant or lawful occupant of a unit and engages in criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, or human trafficking.

PHA Policy

The PHA will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon PHA request.

Repayment of Family Debts

PHA Policy

If a family owes amounts to the PHA, as a condition of continued occupancy, the PHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the PHA of the amount owed. See Chapter 16 for policies on repayment agreements.

If applicable, the PHA staff may provide the family with information about emergency rental assistance programs and may assist families with completing applications for such programs.

13-III.E. CRITERIA FOR DECIDING TO TERMINATE TENANCY

A PHA that has grounds to terminate a tenancy is not required to do so, except as explained in Part II of this chapter, and may consider all the circumstances relevant to a particular case before making a decision.

Evidence [24 CFR 982.553(c)]

For criminal activity, HUD permits the PHA to terminate the lease if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction.

PHA Policy

The PHA will use the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]

Although it is required that certain lease provisions exist for criminal activity and alcohol abuse, HUD provides that the PHA may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease.

Such relevant circumstances can also be considered when terminating the lease for any other reason.

PHA Policy

The PHA will consider the following facts and circumstances before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

The seriousness of the offending action, especially with respect to how it would affect other residents' safety or property

The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

The effects that the eviction will have on other family members who were not involved in the action or failure to act

The effect on the community of the termination, or of the PHA's failure to terminate the tenancy

The effect of the PHA's decision on the integrity of the public housing program

The demand for housing by eligible families who will adhere to lease responsibilities

The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history, and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

Any statements made by witnesses, or the participant not included in the police report

Whether criminal charges were filed

Addendum B: Lease Terminations

Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or resulted in an acquittal

Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.

In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family

Consideration of Rehabilitation [24 CFR 966.4(I)(5)(vii)(D)]

HUD authorizes PHAs to take into consideration whether a household member who had used illegal drugs or abused alcohol and is no longer engaging in such use or abuse is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

PHA Policy

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, the PHA will consider whether such household member has successfully completed a supervised drug or alcohol rehabilitation program.

For this purpose the PHA will require the tenant to submit evidence of the household member's successful completion of a supervised drug or alcohol rehabilitation program.

Reasonable Accommodation [24 CFR 966.7]

If the family includes a person with disabilities, the PHA's decision to terminate the family's lease is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

PHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.

Non-discrimination Limitation [24 CFR 966.4(I)(5)(vii)(F)]

The PHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING

This section addresses the protections against termination of tenancy that the Violence against Women Act (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking. For general VAWA requirements and PHA policies pertaining to notification, documentation, and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.

VAWA Protections against Termination [24 CFR 5.2005(c)]

VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant on the basis or as a direct result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by the victim or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1), FR Notice 8/6/13].

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

PHAs and owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA [FR Notice 1/4/23].

Addendum B: Lease Terminations

Limits on VAWA Protections [24 CFR 5.2005(d) and (e), FR Notice 8/6/13]

While VAWA prohibits a PHA from using domestic violence, dating violence, sexual assault, stalking, or human trafficking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit a PHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking providing that the PHA does not subject the victim to a more demanding standard than the standard to which it holds other tenants.
- VAWA does not limit a PHA's authority to terminate the tenancy of any public housing tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, the PHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat" [24 CFR 5.2005(d)(3)]. Additionally, HUD regulations state that restrictions "predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual residents" [24 CFR 5.2005(d)(3)].

Addendum B: Lease Terminations

PHA Policy

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the PHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within an immediate time frame

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest the PHA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

Documentation of Abuse [24 CFR 5.2007]

PHA Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, stalking, or human trafficking claims protection under VAWA, the PHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the PHA will document the waiver in the individual's file.

Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives the PHA the explicit authority to bifurcate a lease, or remove a household member from a lease, "in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing" [FR Notice 8/6/13]. Moreover, HUD regulations impose on the PHA the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, stalking, or human trafficking [see 24 CFR 966.4(e)(9)].

Specific lease language affirming the PHA's authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if the PHA chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that the PHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [FR Notice 3/16/07]. However, perpetrators should be given no more than 30 days' notice of termination in most cases [Notice PIH 2017-08].

PHA Policy

The PHA will bifurcate a family's lease and terminate the tenancy of a family member if the PHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members.

In making its decision, the PHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the PHA by the victim in accordance with this section and section 16-VII.D. The PHA will also consider the factors in section 13.III.E. Upon such consideration, the PHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If the PHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If the person removed from the lease was the only tenant eligible to receive assistance, the PHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the PHA must provide the tenant with a reasonable time to find new housing or to establish eligibility for another housing program under VAWA.

**PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES
AND RECORD KEEPING**

13-IV.A. OVERVIEW

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259]

HUD authorizes PHAs to conduct criminal records checks on public housing residents for lease enforcement and eviction. PHA policy determines when the PHA will conduct such checks.

PHA Policy

The PHA will conduct criminal records checks when it has come to the attention of the PHA, either from local law enforcement or by other means, that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

The PHA may not pass along to the tenant the costs of a criminal records check.

13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]

In conducting criminal records checks, if the PHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the tenant before any adverse action is taken. In such cases if the PHA obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

PHA Policy

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, the PHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given 10 business days from the date of the PHA notice, to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10-business day period, the PHA will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(I)(3); Notice PIH 2021-29]

Form, Delivery, and Content of the Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine PHA documents directly relevant to the termination or eviction. If the PHA does not make the documents available for examination upon request by the tenant, the PHA may not proceed with the eviction [24 CFR 996.4(m)].

PHA Policy

The notice will also state that the resident may request a remote hearing.

If the PHA requires that the hearing be conducted remotely, at the time the notice is sent to the resident informing them of the right to request a hearing, the resident will be notified that the hearing will be conducted remotely. The resident will be informed of the processes involved in a remote hearing and that the PHA will provide technical assistance, if needed, before the hearing.

When the PHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with the PHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and the grievance procedure has been completed.

When the PHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by the PHA for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or for a drug-related criminal activity on or off the premises.

PHA Policy

The PHA will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such an attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, stalking, or human trafficking of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with the policies in sections 13-III.F and 16-VII.D.

Addendum B: Lease Terminations

Timing of the Notice [24 CFR 966.4(l)(3)(i); 24 CFR 966.8; Notice PIH 2021-29]

The PHA must give written notice of lease termination of:

- During the period of time for which HUD determines that a national emergency requires additional time for families to secure federal funding that is available due to a Presidential declaration of a national emergency, at least 30 days from the date the tenant receives the notice in the case of failure to pay rent
- When such emergency is not present, 14 calendar days in the case of failure to pay rent
- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days)

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity

If any member of the household has been convicted of a felony

- 30 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply

PHA Policy

The PHA will give written notice of 30 calendar days from the date the tenant receives the notice for non-payment of rent (during nationwide emergency orders) or 14 calendar days from the date the tenant receives the notice for non-payment of rent (upon expiration of nationwide emergency orders). For all other lease terminations, the PHA will give 30 days written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

PHA Policy

Any Notice to Vacate or Notice to Quit that is required by state or local law will run concurrently with the Notice of Lease Termination under this section.

Addendum B: Lease Terminations

Notice of Non-renewal Due to Community Service Non-compliance [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)]

When the PHA finds that a family is in non-compliance with the community service requirement, the tenant and any other non-compliant resident must be notified in writing of this determination. Notices of non-compliance will be issued in accordance with the requirements and policies in Section 11-I.E.

PHA Policy

If after receiving a notice of initial non-compliance the family does not request a grievance hearing, or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies above.

If a family agreed to cure initial non-compliance by signing an agreement and is still in non-compliance after being provided the 12-month opportunity to cure, the family will be issued a notice of continued non-compliance. The notice of continued non-compliance will be sent in accordance with the policies in Section 11-I.E. and will also serve as the notice of termination of tenancy.

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for the PHA's informal hearing procedures.

13-IV.E. EVICTION [24 CFR 966.4(l)(4) and 966.4(m)]

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The PHA may only evict the tenant from the unit by instituting a court action, unless the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties.

PHA Policy

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, the PHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, the PHA will seek the assistance of the court to remove the family from the premises as per state and local law.

The PHA may not proceed with an eviction action if the PHA has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(l)(3) and (m).

13-IV.F. NOTIFICATION TO POST OFFICE [24 CFR 966.4(l)(5)(iii)(B)]

When the PHA evicts an individual or family for criminal activity, including drug-related criminal activity, the PHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

13-IV.G. RECORD KEEPING

For more information concerning general record keeping, see Chapter 16.

PHA Policy

A written record of every termination and/or eviction will be maintained by the PHA at the development where the family was residing, and will contain the following information:

Name of resident, number and identification of unit occupied

Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently

Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905)

Date and method of notifying the resident

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions