

NEW SMYRNA BEACH HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

EFFECTIVE DATE: APRIL 1, 2011

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NEW SMYRNA BEACH HOUSING AUTHORITY
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Part A

INTRODUCTION

INTRODUCTION

1. Purpose of the ACOP

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Housing Authority staff to follow in determining eligibility for admission to and continued occupancy of public housing.

2. Nondiscrimination Policy

It is the policy of the Housing Authority, also referred to as the “Authority” and the “PHA”, to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, and with all rules and regulations. Specifically, the PHA shall not on account of race, color, sex, creed, or national origin deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of religion, age, physical disability, pregnancy, parenthood, nor marital or veteran status.

To further its commitment to full compliance with applicable Civil Rights Acts, the PHA will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families.

3. Reasonable Accommodation Policy

The Authority is also committed to making reasonable accommodation for persons with mobility or sensory impairments in an effort to maintain a barrier-free environment. This may include reasonable accommodations related to program access or physical access and is not to be construed as special or preferential treatment. Where program modifications are required, they will be related to program access and will not supersede any of the requirements outlined in this policy. Reasonable accommodation may include arranging for assistance in reading or interpreting documents, arranging for alternative meeting locations for interviews or leasing activities, providing translation assistance, or similar actions that are aimed at removing barriers to the program.

In addition, the Authority will make reasonable physical modifications to units or buildings if requested and verified as required by an applicant or resident. These could include the addition of a temporary or permanent ramp, the addition of grab bars, the installation of equipment to make unit features accessible or similar actions that are aimed at removing physical barriers. Since the Authority maintains units that are accessible to the mobility or sensory impaired, applicants or residents may be offered occupancy in one of these units as a reasonable accommodation; however, the applicant or resident is not required to accept such a unit offer.

The Authority’s application will include a section where any applicant can request a reasonable accommodation or a unit accessible to the mobility and/or sensory impaired. Every effort will be made to match the needs of the applicant with appropriate unit features

and this could include a reasonable modification of unit features to meet the need of the applicant.

For residents who require reasonable accommodation, a request for that accommodation must be made to the PHA and the Authority reserves the right to verify the need or request documentation of how the accommodation will address the need. Unless the reasonable accommodation results in undue administrative or financial burden, the Authority shall make every attempt to grant the reasonable accommodation. If the applicant or resident requests a reasonable accommodation at their own expense, the Authority will grant such request except in cases where the modification violates local code or result in irreparable damage to the Authority's property.

4. Services for Applicants and Residents with Limited English Proficiency

As part of its effort to maintain a barrier-free environment, the Authority will make every attempt to meet the needs of applicants and residents with limited English proficiency. Where a particular need is identified (i.e. a population generally speaking another language exceeds 5% of the overall eligible population), the Authority will make every attempt to hire bilingual staff, to translate documents into other languages, or to arrange for translation services.

Regardless, the Authority will make every attempt to coordinate with other local agencies; including social service and educational institutions; to provide assistance in reading, understanding, or completing required documents or providing translation services.

5. Privacy Policy

It is the policy of the Housing Authority (PHA) to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, and to insure the protection of privacy of individuals about whom the Housing Authority maintains records under its Low-Rent Housing Program.

Therefore, the PHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. The PHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The PHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- determining initial and on-going eligibility
- applicable allowances and deductions
- resident rental payments
- current and past assets
- outstanding indebtedness to government as a result of prior participation in other federally-subsidized housing programs

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of the Housing Authority.

6. Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the Housing Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

7. Objectives

The objectives of this policy are to:

- a. Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:
 - (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;
 - (ii) Ensuring the fiscal stability of the Housing Authority; and,
 - (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- b. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.
- c. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex, or national origin.
- d. Prescribe standards and criteria for resident selection and annual re-examination of income and family composition.

8. Terminology

The term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. The Housing Authority is also referred to as the "Housing Authority" or the "PHA" throughout this document.

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Part B

DEFINITIONS

DEFINITIONS

FAMILY

1. The term "Family" as used in this policy means:
 - a. A family with or without children;
 - b. An elderly family;
 - c. A near-elderly family
 - d. A disabled family;
 - e. A displaced family;
 - f. The remaining member of a tenant family; and
 - g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
2. The term "Disabled family" as used in this policy means:

A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
3. The term "Displaced family" as used in this policy means:

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
4. The term "Displaced person" as used in this policy means:

A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
5. The term "Elderly family" as used in this policy means:

A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
6. The term "Elderly person" as used in this policy means:

A person who is at least 62 years of age.

7. The term “Live-in Aide” as used in this policy means:

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

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated to financially or otherwise support the person(s); and
- c. Would not be living in the unit except to provide the necessary supportive services.

8. The term “Near-elderly family” as used in this policy means:

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

9. The term “Near-elderly person” as used in this policy means:

A person who is at least 50 years of age but below the age of 62.

10. The term “Person with disabilities” as used in this policy means:

- a. Has a disability as defined in section 223 of the Social Security Act;
- b. Has a physical, mental, or emotional impairment that:
 - (i) Is expected to be of a long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and
 - (iii) Is of such a nature that such ability could be improved by more suitable housing conditions; or
- c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).
- d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.

ANNUAL INCOME

1. Income

Income is defined at 24 CFR 5.609 and amplified in this policy in those areas within the discretion of the Housing Authority.

2. Annual Income

Annual Income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following re-examination effective date; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

a. Annual Income includes, but is not limited to:

- (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
- (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (ii) above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
- (iv) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;

- (v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (but see "lump sum additions" in this policy);
- (vi) Welfare assistance;
 - (a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus,
 - (b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- (viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay);

b. **Annual Income does not include:**

- (i) Income from employment of children (including foster children) under the age of 18 years;
- (ii) Payments received for the care of foster children or foster adults;
- (iii) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);
- (iv) Amounts that are specifically for or in reimbursement of the cost of medical expenses, when applicable;
- (v) Income of a Live-in Aide, as defined by HUD;
- (vi) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income;

- (vii) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- (viii) Temporary, nonrecurring or sporadic income (including gifts);
- (ix) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- (x) Earnings in excess of \$480 for each full-time student 18 years old or older, excluding the head of household and spouse;
- (xi) Adoption assistance payments in excess of \$480 per adopted child;
- (xii) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- (xiii) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
- (xiv) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- (xv) Certain stipends (not to exceed \$200/mo) and other income received by participants in qualified training, self-sufficiency and work incentive programs. Includes CIAP and CGP training programs.
- (xvi) Earned income:
 - (a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases. Such disallowance shall be granted to eligible families for a twelve (12) month period, contingent upon continued employment or increased income.
 - (b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance. Such phase-in of earned income in rent calculation is contingent upon continued employment or increased income.

- (xvii) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by Federal statute or regulation, they will become effective as prescribed by the Federal government without the necessity to amend this policy. The following is a list of types of benefits that qualify for that exclusion effective February 1998.
- (a) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).
 - (b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
 - (c) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
 - (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
 - (e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - (g) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
 - (h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);
 - (i) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and
 - (j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

3. Monthly Income - One-twelfth of Annual income.
4. Adjusted Income - Adjusted income means annual income less the following:
 - a. \$400 for any elderly or disabled family;
 - b. The amount by which 3% of the annual family income is exceeded by the sum of:
 - (i) Unreimbursed medical expenses for any elderly family or disabled family (all medical expenses must be Flexible Spending Account (FSA) eligible);
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each disabled member of the family, to the extent necessary to enable any member of such family (including such disabled member) to be employed.
 - c. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education;
 - d. \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
 - e. The amount of any earned income of a member of the family who is not:
 - (i) 18 years of age or older, and
 - (ii) The head of the household (or the spouse of the head of the household).
5. Monthly Adjusted Income - One-twelfth of Adjusted Income.
6. Income for Rent - "Income for Rent" for the purpose of determining rents, and for statistical reporting means adjusted income; except that Annual Income is to be used in determining 10 percent of gross income.

TOTAL TENANT PAYMENT

1. Determining the Total Tenant Payment is a two-step process. Total Tenant Payment shall be the highest of the following rounded to the nearest dollar:
 - a. 30 percent of monthly Adjusted Income; or
 - b. 10 percent of Monthly Income;
 - c. A minimum rent amount of \$50. Note: QHWRA established certain exceptions to the minimum rent requirements relating to hardship, which are discussed in the Rent Collection Policy of this ACOP.

After the highest amount has been determined above, that number is compared to the ceiling rent or flat rent of the unit size that is or will be occupied by the family, and the lower of the amount determined above or the ceiling/flat rent is the Total Tenant Payment.

2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

OTHER

1. Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The Housing Authority will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.
2. 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 is a Disabled Person or Disabled Person, or is a Full Time Student. An unborn child shall not be considered a dependent.
3. Designated Housing: A project (or projects) or a portion of a project (or projects) that has been designated in accordance with 24 CFR Part 945.
4. Employment: Individual who is head of household or spouse and is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development's definition of annual income.
5. Enrolled in a Job Training Program: Individual who is head of household or spouse and is currently enrolled and participating in a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.
6. Extremely Low-Income Family: A family's who's Annual Income does not exceed 30% of the area median income, as determined by HUD.
7. Graduate of Job Training Program: Individual who is head of household or spouse is a graduate of a job-training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.
8. Head of Household: Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.
9. Low Income Family: A family who's Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.
10. Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by Insurance. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for elderly families only. Medical expenses must be Flexible Spending Account (FSA) eligible.

11. Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.
12. Minor: A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Unemancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.
13. Mixed Population Project: A public housing project, or portion of a project, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the project (or portion of a project) to elderly families and disabled families. These projects formerly were known as elderly projects.
14. Net Family Assets: "Net Family Assets" include the value of, or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs is to be disregarded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the PHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.
15. Spouse: Spouse means the husband or wife of the head of household.
16. Tenant Rent: The amount payable monthly by the Family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. (Tenant Rent is a term established and defined by 24 CFR (§913) and as such, is occasionally awkward in ordinary usage. For this reason, the term "Tenant Rent" is used interchangeably with "rent" elsewhere in this ACOP to refer to the net monthly payment by the family to PHA. The only exception is the term "rent" as defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of monthly income).

17. Rent: For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income (if applicable), rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward tenant purchased utilities (except telephone) and other housing services. In calculating a family's payments toward utilities and other housing services, the Housing Authority will use its reasonable estimate of tenant-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.

For the purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount to the extent that they are not included in the family's income.

In the case of an applicant who owns a manufactured home, but who rents the space upon which it is located, rent under this paragraph includes the monthly payment to amortize the purchase price of the home, as calculated in accordance with HUD's requirements. In the case of members of a cooperative, rent under this paragraph means the charges under the occupancy agreement between the members and the cooperative.

18. Utility: Electricity, gas, heating fuel, water, and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.
19. Utility Allowance: If the cost of utility (except telephone) and other housing services for an assisted unit is not included in the Total Tenant Payment but is the responsibility of the family occupying the unit, an amount equal to the estimate made by PHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a quality living environment.
20. Utility Reimbursement Payment: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.
21. Very Low-Income Family: A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
22. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.
23. Neighborhood or Community: Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

24. Disabled Assistance Expenses: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled or Disabled Family member and that are necessary to enable a Family member (including the Disabled or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.
25. Public Housing Authority/Agency (PHA): A State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized by the 1937 Housing Law, as amended, to engage in or assist in the development or operation of housing for lower income families. The term “public housing” includes dwelling units in a mixed finance project that are assisted by a public housing authority with capital or operating assistance.

PREFERENCES

New Smyrna Beach Housing Authority serves applicants on a first-come, first-serve basis.

In the event of a declared natural disaster in or around the service area, the Authority may, at its discretion, provide preference to those families displaced as a result of natural disaster and will house evacuees as priority over current applicants on the waiting list. Disaster-affected families that were currently residing in public housing prior to the disaster will be first offered a unit in public housing, if available. If there are no current units in public housing available, then the applicant will be issued a voucher through the Housing Choice Voucher program, if available.

NEW SMYRNA BEACH HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part C
ADMISSIONS

ADMISSIONS

1. Non Discrimination

The Housing Authority will not, on account of race, color, creed, sex, or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments. Neither will the Housing Authority discriminate because of religion, age, physical disability, pregnancy, parenthood, or marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

2. Treatment of Authority Employees

Employees of the Authority strive to provide the highest level of customer service and to conduct themselves in a professional manner. The Authority also requires that applicants, residents, and members of the general public conduct themselves in a civil and non-abusive manner. In the event an applicant, resident, or member of the public becomes abusive (either verbally or physically), uses profanity, or otherwise threatens the safety of any employee, they will be asked to leave the premises immediately. Repeated abuse of Authority employees will result in a call to local law enforcement.

3. Income Targeting

The Housing Authority will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

4. Deconcentration

The Housing Authority will strive to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments through admissions policies designed to bring in higher income tenants into lower income developments and lower income tenants into higher income developments. This policy shall not be construed to impose or require any specific income or racial quotas for any public housing development owned by the Housing Authority.

Refer to the appendix for the Deconcentration Policy.

OUTREACH TO HIGHER INCOME FAMILIES

1. Outreach to Higher Income Families

The Housing Authority encourages program participation by higher income families. In an effort to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments, the Housing Authority will conduct outreach targeted to higher income working families. Outreach may include printed material, radio advertising, and television advertising of the Housing Authority's public housing program. Outreach may also include formal and informal discussions and meetings.

2. Incentives

In order to achieve deconcentration, the PHA may choose to skip an applicant on the waiting list in order to house a family who is willing to accept a unit in a targeted development. The PHA may also grant incentive rents (or other incentives) the purpose of creating mixed income communities and lessening the concentration of extremely low and very-low income families in one area. The applicant family shall have sole discretion of determining whether to accept the incentive and the Housing Authority shall not take any adverse action toward any eligible family for choosing not to accept an incentive.

3. Change in Income Targeting Goals

Under the Housing Authority's Section 8 program, not less than 75% of participants shall be families whose incomes do not exceed 30% of the area median income. Under the provisions of HR 4194, if the Housing Authority exceeds this goal and has in excess of 75% of participants whose incomes do not exceed 30% of the area median, the Housing Authority may decrease its income targeting goal to have no less than 30% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

a. Credit for Exceeding Targeting Goals

During any fiscal year, the Housing Authority may be credited the number of units by which the aggregate number of qualified families who in such fiscal year are initially provided tenant-based assistance under Section 8 exceeds the number of qualified families that is required for the Housing Authority to comply with income target requirements.

b. Credit Limit

The credit number of units shall not exceed the lesser of:

- (i) The number of dwelling units that is equivalent to 10% of the aggregate number of families initially provided tenant-based assistance under Section 8; or,
- (ii) The number of public housing dwelling units that:

- (a) Are in projects that are located in census tracts having a poverty rate of 30% or more; and,
- (b) Are made available for occupancy during such fiscal year and are actually filled only by families whose incomes at the time of occupancy exceed 30% of the area median income.

APPLICATION TAKING

The Application Process

All admissions to public housing shall be made on the basis of a personal interview where an application is completed by the applicant family and Housing Authority personnel. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. Applications for the public housing program will be completed during a one on one interview between the applicant family and Housing Authority personnel and shall be maintained on the Housing Authority's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Housing Authority reserves the right to require the signature of any or all adult members of the applicant household.
2. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with designated PHA personnel for the purpose of determining eligibility.
3. Should applicants fail to provide required verification documentation within time frame established by the PHA, their case will be placed in an inactive status and will be required to reapply during the next enrollment period.
4. The Housing Authority reserves the right to suspend application taking when the current supply of completed full applications exceeds the number of families that could be reasonably expected to be housed within the next twelve months.
5. The Housing Authority will normally take applications from a central location that will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection and assignment, but reserves the right to establish satellite locations for application taking.
6. The Housing Authority reserves the right to establish times for taking applications, including by appointment. The Housing Authority staff may, at its discretion, provide for application interviews outside normal hours when necessary for hardship reasons.
7. Insofar as possible, application interviews shall be conducted in private.
8. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change. In the event an applicant fails to report changes and is selected from the waiting list, the application will be considered incomplete until the information is verified. If the change does not require a redetermination of eligibility (addition of a minor child, change in income that does not exceed the established income limits, or similar minor change), the application will retain its

original application date and time. If the change does require a redetermination of eligibility requiring a new background check, credit check, or similar significant change, the application will be assigned a new date and time once eligibility is redetermined.

9. All active applications will be purged no less than once every 12 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, his/her application will be retired from the active file. Returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the PHA whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the PHA if he/she no longer desires consideration for public housing.
10. Applicants on waiting lists for any other type of assisted housing will have no special status with respect to the Low-Rent Public Housing Program. Applicants must submit separate applications for other programs. Applicants will not lose their place on any other PHA waiting list should they make an application for "Low-Rent" public housing. This right will be explained to each applicant who might have previously filed an application for a dwelling unit through any other PHA program.
11. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

ELIGIBILITY CRITERIA

1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.
2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements:
 - a. The applicant family must qualify as a family as defined in Section B.
 - b. The single person applicant must qualify as a single person as defined in Section B.
 - c. The applicant's Annual Income as defined in Section B (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of PHA jurisdiction.
 - d. The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type.
 - e. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained the PHA shall take into consideration extenuating circumstances such as illness, or other incidents beyond the control of the applicant.
 - f. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States Citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include: Public Housing Section 8 Housing Choice Voucher Program.
 - g. Any tenant evicted from federally assisted housing by reason of drug-related criminal activity shall not be eligible for federally assisted housing during the 3-year period beginning from the date of such eviction, unless the evicted tenant successfully completes a rehabilitation program approved by the Housing Authority, and/or if the circumstances leading to eviction no longer exists.
 - h. The Housing Authority shall prohibit admission for any household member who the Housing Authority determines is illegally using a controlled substance, or determines that a household member's illegal use, or pattern of illegal use, of a controlled substance, or abuse, or pattern of abuse, of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. QWHRA further stipulates that individuals convicted of manufacturing or producing methamphetamine (speed) will be permanently denied admission to public housing and a current resident's tenancy will be immediately and permanently terminated if convicted of manufacturing or producing methamphetamine.

In determining whether to deny admission to the Housing Authority any household based on a pattern of abuse of alcohol by a household member, the Housing Authority may consider whether such a household member:

- (i) Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
 - (ii) Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of controlled substance or abuse of alcohol (as applicable); or
 - (iii) Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).
- i. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household who the Housing Authority determines is or was, during a reasonable time preceding the date when the applicant household would otherwise be selected for admission, engaged in any drug-related or violent criminal activity or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
 - j. The Housing Authority shall prohibit admission of any applicant or member of the applicant's household who has been convicted of a felony.
 - k. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household that the Housing Authority determines is subject to a lifetime registration requirement under a state sex offender registration program.
 - l. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history that may be reasonably expected to adversely affect:
 - (i) The health, safety, or welfare of other residents;
 - (ii) The peaceful enjoyment of the neighborhood by other residents; or
 - (iii) The physical environment and fiscal stability of the neighborhood.
 - m. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her

designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

- n. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case by case basis and shall not be used to exclude a particular group by age, disability, etc. In determining the applicant family's capacity to discharge all lease obligations the HA must consider the family's ability to secure outside assistance in meeting those obligations.
 - o. If the applicant is a former resident of public housing or Section 8 housing programs administered by an agency, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the Housing Authority will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations.
 - p. The applicant must not have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations, and painting or decorating without permission of the owner.
 - Any applicant who has been evicted from a public housing program or terminated from a Section 8 Rental Program shall not be eligible to receive any type of housing assistance for three (3) years.
 - q. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
 - r. Other factors affecting a final determination of eligibility include:
 - (i) Household has no outstanding indebtedness to the PHA or any other federal housing program;
 - (ii) Family will occupy unit as their sole place of residence.
3. Substance abuse as described in this policy and drug-related criminal activity as described in this policy shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), and Section 428 of the FY 1999 HUD Appropriations Act).
4. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police

departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with Part C; Verification, and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - a. Evidence of rehabilitation.
 - b. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs.
 - c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
 - d. In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or Live-In caretakers.
6. An otherwise ineligible disabled applicant shall be eligible for admission if the problem resulting in the ineligibility can be addressed through reasonable accommodations.
7. Tenancy at properties for elderly and/or disabled persons will be based upon the applicant's ability to live independently or to live independently with limited supportive services.
8. The Housing Authority will not unnecessarily segregate individuals with disabilities to particular areas or developments. The Housing Authority will provide assistance to enable all individuals with disabilities to meet legal requirements; for example, the Housing Authority could provide interpreters, Braille or taped versions of leases, recertifications, and other legal documents, whatever is appropriate.
9. In the event an individual is refused housing based on one or more of the above screening criteria, he/she may request an informal hearing or appeal to the Executive Director in writing.

SCREENING

1. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.
2. Under section 578 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records from state and local agencies to determine whether an applicant is subject to a lifetime registration requirement under a state sex offender registration program.

Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, the Housing Authority shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.

3. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 et seq), may require each person who applies for admission to the Housing Authority to sign a one or more forms of written consent authorizing the Housing Authority to receive information from a drug abuse treatment facility that is solely related to whether the applicant is currently engaging in the illegal use of controlled substances. In a formal written consent, the Housing Authority shall request only whether the drug abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.
 - The Housing Authority shall make an inquiry to a drug treatment facility if the Housing Authority receives information from the criminal record of the applicant that indicates evidence of prior arrest or conviction or the Housing Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant.
4. The applicant's signed written consent shall expire automatically after the Housing Authority has made a final decision to either approve or deny the applicant's application for admittance to public housing.
5. The term "currently engaging in the illegal use of a controlled substance" means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant's illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.
6. Conditions for Denial

- a. The applicant or resident currently owes rent or other amounts to PHA or to another agency in connection with Section 8 or Public Housing Program.
- b. The applicant has committed any fraud in connection with any federal housing assistance program.
- c. The applicant has violated any Family obligation under any Section 8 Existing Program as stated on the Certificate of Family Participation or Housing Voucher.
- d. The applicant has breached an “Agreement to Repay” any monies due the Housing Authority. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
- e. The applicant has an unacceptable Police Record wherein the applicant or any member of the household who has attained the age of 18 has within the past five years been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior includes, but is not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age
- f. INS Denial

Assistance to applicant shall be denied in accordance with the procedures for any of the following events:

- (i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,
- (ii) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but INS primary and secondary verification does not verify eligible immigration status of all family members; and,
 - (a) The family does not pursue INS appeal or Housing Authority informal hearing rights; or,
 - (b) INS appeal and Housing Authority informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

RECORDS MANAGEMENT AND CONFIDENTIALITY

1. Records Management

- a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.
- b. All records obtained for the purpose of applicant screening shall be:
 - (i) Maintained in the applicant file in a locked file cabinet.
 - (ii) Destroyed no less than five (5) business days after the date on which the Housing Authority gives final approval for an application for admission.
 - (iii) Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

2. Confidentiality

The Housing Authority receiving information for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of the Housing Authority and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

Any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the Housing Authority, under false pretenses, or any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and such to the fines of the state.

Any applicant or resident of the Housing Authority affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee or authorized representative of the Housing Authority, which disclosure is authorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority. The district court of the United States in the district in which the affected applicant or resident resides, in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters.

VERIFICATION OF INCOME AND CIRCUMSTANCES

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same type of verifications are required to process any interim or annual re-examination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;
2. Third party verification forms supplied by the PHA and returned properly completed by employers, public welfare agencies, etc.;
3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within 60 days current. No determinations will be made based upon information/documents more than two (2) months old;
4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);
5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;
7. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency;
8. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, Florida State Department of Law Enforcement, county sheriff's department or police departments, where warranted in individual cases;
9. Receipts for utility services;
10. For households reporting "zero" income, the Housing Authority will require statements and verification from parties who are identified as providing non-cash contributions such as groceries and clothing;

11. When verification cannot be accomplished by either form of third party verification or review of documents, the applicant/resident will be required to submit a notarized statement.

Where a notarized statement has been accepted for income determination purposes, the family will undergo a re-exam every six (6) months.

12. Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by federal regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending.

- a. Citizens or Nationals of the United States. A signed declaration of U.S. citizenship under penalty of perjury.
- b. Eligible Immigrants who were Participants and 62 years of age or over on June 19, 1995. A signed declaration of eligible immigration status and provide proof of age.
- c. Noncitizens with eligible immigration status. A signed declaration of status and verification consent form and original immigration documents that are copied front and back and returned to the family. The PHA will verify the status through the INS SAVE system. If this primary verification fails to verify status, the PHA will request within ten (10) days that the INS conduct a manual search.
- d. Ineligible family members who do not claim to be citizens or eligible immigrant must be listed on a statement of ineligible family members signed by the head of household or spouse.
- e. Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as the final verification other factors of eligibility. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. HA will allow up to sixty (60) days to provide the document or receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

13. The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to the PHA and to HUD such information as PHA or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy are not more than two months old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data are more than two months old, all factors are to be re-verified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility.

14. Special Verification Requirements for Phase-in Rents

All residents who desire to claim an earned income exclusion under the phase-in rent policy, must report the new earned income or increased income within ten (10) days after they begin. Failure to accurately and promptly report changes in employment or increased income (or other changes in income or family circumstances affecting

eligibility for the same) will result in denial or loss of the earned income exclusions. If such failure results in the resident paying lower rent than he/she would have otherwise been required to pay, the resident is subject to the same penalties for any other failure to report income, including retroactive rent. Residents qualifying under the phase-in rent program must report all changes in income within ten (10) days after they occur.

In addition to such other verification as the Housing Authority shall require any resident or applicant claiming an earned income exclusion to supply documentation in a form prescribed by the Housing Authority from employers and social services agencies, as applicable.

No resident or applicant is automatically entitled to an earned income exclusion. Determination of the eligibility for the earned income exclusion is the sole responsibility of the Housing Authority. Notwithstanding the above, it is the responsibility of the resident/applicant to supply the complete and accurate information that the Housing Authority requires to make an eligibility determination.

In the event that the Housing Authority determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, the Housing Authority may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

An adverse decision on the eligibility of an existing resident for an earned income exclusion may be appealed through the resident grievance procedure (subject to limitations of that procedure, especially as they pertain to the inapplicability of the procedure to policy issues), but the Housing Authority shall not be liable for any retroactive payments due to reversal of an initial determination.

As with other interim rent changes, any reduction in rents, which result from the application of this policy, shall be effective on the first day of the month following that month in which the eligibility for the deduction is determined. The Housing Authority shall not be liable for retroactive reductions if the resident fails to report the change within the required time period.

Rent increases resulting from expiration of the phase-in disallowance period provided under the earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy, are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements, (including requirements to report any changes in training or employment status which affect eligibility for exclusions) any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

15. Summary of Verified Data: A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:

- a. Eligibility -- the applicant meets the definition of Family as defined in this policy and income is within the appropriate income limits for admission.
- b. Preferences
- c. Date and time of completed application
- d. Size of unit needed by family
- e. Income Exclusions and Rent to be paid

DETERMINATION AND NOTIFICATION OF ELIGIBILITY

1. As soon as possible after receipt of an application, the Housing Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy, and will determine whether a preference exists. In the event an applicant family is determined to be eligible, the family shall be placed on the waiting list, and informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact.
2. Apparently eligible applicant families will be notified that its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission.
3. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure, but will be given, upon request, the opportunity for an informal hearing to present such facts as it wishes. The applicant family will be advised that should an informal review be desired, a written request to this effect must be received by PHA within 10 working days of the date of the notification of ineligibility.
4. Thorough investigation of each application will be conducted during the Tenant Interview. Eligibility will be verified by the PHA staff within the provisions of this policy. The Tenant Interview will be conducted at the time that the application is submitted for review.
5. In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.
6. Informal Review
 - a. If a request for a review is received within the specified five (5) day period, PHA will notify the applicant, in writing, of the scheduled time and date of review.
 - b. The PHA will appoint a Review Officer to conduct the informal review. The Review Officer shall be a Housing Authority employee or other designated individual who did not participate in the original determination of denial. The Review Officer shall not be a subordinate of the party who made the original decision to deny.
 - c. The applicant will be apprised that they may be represented by legal counsel or other representative at his/her own expense.
 - d. The PHA will present factual or other basis for its decision. The applicant may also present his/her position. Subject to the direction of the Review Officer, the applicant and the Housing Authority may offer and examine evidence and question any witnesses.
 - e. The Review Officer will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon

evidence presented at the hearing. A copy of the decision will be furnished to the applicant.

- f. The PHA will not be bound by a decision of the Review Officer where it is determined that the Officer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal statute, or state or local law that imposes obligations on applicants or residents.
- g. The record of such review/determination will be maintained by the Housing Authority's Application Office.

OCCUPANCY STANDARDS

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit that cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

1. The following system will be used as a guide to determine proper bedroom size for each applicant and resident:
 - a. The head of each household and his/her spouse (unless medical reasons dictate) are assigned to one bedroom.
 - b. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.
 - c. Children, with the possible exception of infants, will not be required to share a bedroom with a person of different generations, including their parents.
 - d. All remaining family members are assigned to bedrooms on the basis of two of the same sex to a bedroom (unless children are under the age of six where children of the opposite sex may share a bedroom).
 - e. At the option of the parent and written consent of the head of household, and providing such occupancy does not contradict the dwelling unit maximum occupancy standards, children of opposite sex beyond the age of six (6) and up to age ten (10) may share a bedroom.
 - f. If necessary for continued occupancy and/or admission, an infant up to the age of two (2) years could share a bedroom with a parent.
 - g. Foster children are normally included in determining unit size.
 - h. A live-in care attendant who is not a member of the family will not be required to share a bedroom with another member of the household.
 - i. Space may be provided for a child who is away at school but who lives with the family during school recesses.
2. Notwithstanding the above, the Housing Authority may lease one bedroom apartments to a single parent with a child provided that neither of the following two events will or are expected to occur within the next nine (9) months:
 - a. That the child sharing the parent's bedroom will turn three (3) years old; and/or
 - b. That the mother is expecting another child.

3. Upon admission, bedrooms shall be occupied by not more than two persons. For continued occupancy, exceptions to this requirement may be waived based on existing conditions affecting family members. These conditions may include one or more of the following:
 - a. Relationship of family members to one another;
 - b. Ages of household members;
 - c. Sex of persons to occupy the unit;
 - d. Disability; or
 - e. Other individual circumstances.

4. Units shall be assigned so as not to require the use of the living room for sleeping purposes.

5. The following standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The PHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers primarily to the family's ability to use stairs or their status as an elderly family. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy. In the situation where a tenant requires a different size dwelling unit and the tenant has either an outstanding balance, a history of poor housekeeping standards or destruction of property, or has not been a desirable tenant the tenant will be deemed ineligible for transfer and will be referred for termination.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Min</u>	<u>Max</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

TENANT SELECTION AND ASSIGNMENT PLAN

1. Applicant Ranking

Applications will be filed and selected by unit type and size; by preference; and by date and time of application. If an applicant claims a preference, they are considered to be a priority applicant. Applicants who claim no preference are considered to be non-priority applicants.

2. Waiting List

a. Housing Authority-Wide Waiting List

The Housing Authority-wide waiting list will be ordered as follows:

(i) By unit type (regular, elderly, special disabled) and in unit size by bedrooms.

(ii) By date and time of application.

3. Waiting List Skipping

The Housing Authority may skip a higher-income eligible applicant family to the top of the waiting list (either Authority-wide or site based waiting lists) if a dwelling unit in a development becomes vacant and the development requires a lower income family to meet the Housing Authority's income targeting goals.

The Housing Authority may also skip a lower-income eligible applicant family to the top of the waiting list (either Authority-wide or site based waiting lists) if a dwelling unit in a development becomes vacant and the development requires a higher income family to meet the Housing Authority's income targeting goals.

4. Updating of the Waiting List

The Housing Authority shall update the waiting list no less than annually in order to maintain the most current information. Applicants will be requested to provide the Housing Authority with updated information through writing. Applicants who do not respond to the request to update shall be removed from the waiting list. If the applicant's failure to respond was due to the applicant's disability, the Housing Authority shall provide reasonable accommodations to give the applicant an opportunity to respond.

5. Applicant Selection and Assignment

The PHA will select applicants for participation without discrimination based on race, color, sex, creed, or national origin nor deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of religion, age, physical disability, pregnancy, parenthood, nor marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

6. Special Use Dwelling Units

- a. When a unit that meets a specific need (e.g., a unit designed to accommodate a disabled person requiring the use of a wheelchair) becomes available, that unit will be offered first to a current resident of another unit managed by the Housing Authority having disabilities and requiring the accessibility features of the vacant unit. If no such resident exists, the unit will be offered to the next eligible applicant on the waiting list requiring that special unit. If there are no applicants on the waiting list needing a specially designed unit, the unit will then be offered to those eligible qualified applicants in their normal sequence.
- b. Elderly applicants will be given preference for units designed specifically for elderly occupancy. Near Elderly Single Persons will be given preference over Non-Elderly Single Persons for units designed specifically for elderly occupancy.

7. Dwelling Unit Offers

One unit offer: The PHA can make a unit offer in any development. If this unit is rejected, the applicant goes to the bottom of the waiting list. However, the PHA can define “bottom of the waiting list”.

When the applicant is matched to the specific unit, that dwelling unit becomes "unrentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

- a. As an applicant moves near the top of the waiting list, the Housing Authority will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, etc.
- b. Upon availability for occupancy, an applicant will be offered a unit.
- c. Upon offer of an apartment, the applicant shall have five (5) days to accept or reject the apartment. An additional business day may be granted if necessary to allow the applicant to inspect the apartment. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer.
- d. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint unit inspection, establishment of utility services, leasing interview, and lease execution. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

8. Unit Refusals

- a. Applicants will be made one (1) offer of a unit of appropriate size and type. Should the family reject the offer, the family will be placed at the bottom of the waiting list.
- b. Upon return to the top of the waiting list, such an applicant would be made an offer in accordance with the provisions of this policy. Upon refusal of one such offer, including any in neighborhoods previously refused, the application shall again be placed at the bottom of the waiting list.
- c. When an applicant refuses an offer of an apartment, his/her application shall be returned to the bottom of the waiting list, unless the applicant can document that a move at that time would create an undue hardship on the family which is NOT related to race, creed, sex, national origin, religion, disability or familial status.
- d. Applicants not responding to an offer of housing by the PHA shall be ruled ineligible and their application will be removed to the inactive/ineligible file and so documented.
- e. An applicant will have five (5) working days to accept or reject an offer of housing after receipt of notice of unit availability. Failure to respond to a notice of unit availability will be treated as a no response.

LEASING OF DWELLING UNITS

1. Lease Agreement

- a. The head of the household/spouse and all adult household members age 18 years and older of each family accepted as a tenant are required to execute a lease agreement in such form as the Housing Authority shall require prior to actual admission. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

The head of household according to the Lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.

- b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.
- c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another PHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household.

If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the PHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

- d. Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy (ACOP), including all appendices, and the Grievance Procedure.
- e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.
- f. Live-in Caretakers, as defined in Section B, will not be party to the lease nor will the Caretaker's income be taken into consideration in the calculation of resident rent. Families requiring Live-in-Caretaker assistance must have such assistance approved by the PHA prior to the Caretaker's occupancy in the dwelling unit. In the event that the family vacates the unit, the Caretaker will be required to vacate as well. In no case will the Caretaker be considered the remaining member of the tenant family.

2. Security Deposit

The resident shall provide the Housing Authority prior to occupancy with a security deposit as designated in the Lease Agreement.

Security deposits shall be returned to the tenant within 15 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of disposition explaining why the Housing Authority is withholding the security deposit will be sent.

ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.
2. Application Procedure - The resident of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.
3. Eligibility Criteria:
 - a. All new member(s) must be determined eligible in accordance with Part C eligibility criteria.
 - b. Minor children added to the household must meet the definition of family. Documentation of foster status, temporary custody, permanent custody, legal guardian status, or adoption must be provided before adding minor children to the household.
 - c. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Part C, Occupancy Standards.
4. Application Denial. The PHA may deny the application for any of the following reasons:
 - a. Applicant(s) do not meet Eligibility Criteria as outlined in Part C.
 - b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Part C.
 - c. Applicant(s) do not meet the criteria for family as established in Part B.
 - d. Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
 - e. Other reasons as determined from time to time by the Executive Director.
5. Additions that do not require approval of the applications. The PHA shall not deny approval for any of the following:
 - a. Newborn infants of members currently on the lease.
 - b. Minor children of members currently on the lease who were removed from their care by court action and are being returned.
6. House Guests. Dwelling units are adequate in size for the resident family only, and house guests staying with the family for a period in excess of 14 consecutive days shall be permitted only upon advance written consent of the Housing Manager. Families may not

have house guests for more than 30 days during any calendar year without advance written consent of the Housing Manager.

The Authority may require the resident family or guest to provide documentation of the guest's residency elsewhere. Examples of this documentation include a current lease or proof of ownership, current household bills in the name of the guest at another location, or a notarized statement from the owner of the guest's residence.

The Authority may inspect the unit to assess the guest's status and verify that the guest has not been added to the household. If the Authority determines the guest is residing in the unit, the resident will be required to add the person to the household, subject to those requirements.

Violation of the guest policy may result in the guest being placed on the Authority's no trespass list.

**APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE
A BUSINESS IN THE UNIT**

Prior to making a determination the resident shall request the PHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the PHA. When a resident desires to operate a legal profit making business from the leased unit, the PHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the lease unit:

- a. Local Building health codes, requirements for license or governmental approval;
- b. Local Zoning Ordinances;
- c. The effect on PHA Insurance Coverage;
- d. Utility Consumption;
- e. Possible Damage to the leased unit;
- f. Estimated traffic and parking;
- g. Disturbance of other residents;
- h. Attraction of non-residents to the neighborhoods; and,
- i. Possible use of tenant business as a cover for drug-related activities.

SPECIAL OCCUPANCY PROVISIONS

1. Occupancy by Police Officers

The Housing Authority may allow a police officer (s) who is not otherwise eligible for residence in public housing to reside in a Housing Authority dwelling unit for the purpose of increasing security for residents of the Housing Authority.

A “police officer” means any person determined by the Housing Authority to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a federal, state, or local government or by any agency thereof.

Terms and Conditions of Tenancy:

The Housing Authority shall make known to federal, state, city and county law enforcement agencies within the Housing Authority’s jurisdiction of the Housing Authority’s policy to allow police officers to reside in a public housing dwelling unit. Police officers will be required to submit proof of family size and proof of full-time employment as a police officer. The police officer will be charged ceiling or flat rent for the unit. The police officer(s) will be required to sign a dwelling lease and will be bound by the provisions of the lease. Family composition and proof of employment will be re-examined not to exceed 12 months of occupancy of the unit. Loss of status of full-time employment as a police officer will result in an interim re-examination to determine income eligibility. If the resident does not meet income eligibility requirements following loss of full-time employment as a police officer, the resident will be issued a notice to vacate the unit.

Police officer(s) will be assigned vacant units within the developments stipulated above. If the development(s) is/are 100% occupied, and a police officer has completed the required paperwork for occupancy of a dwelling unit, the next available dwelling unit in the target developments will be offered to the police officer. Current residents will not be required to vacate units for occupancy by police officers unless the resident agrees to move and there is a comparable unit available for the family. In such a case, the Housing Authority will pay moving expenses for the family.

NEW SMYRNA BEACH HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part D

CONTINUED OCCUPANCY

ELIGIBILITY FOR CONTINUED OCCUPANCY

There is to be eligible for continued occupancy in the PHA communities only those residents:

1. Who qualify as a family as defined by federal requirements and this policy (see definition in Part B).
2. Who conform to the Occupancy Standard established for lower income housing. (see Part C)
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and
4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history that may be reasonably expected to adversely affect:
 - a. The health, safety, or welfare of other residents
 - b. The peaceful enjoyment of the neighborhood by other residents
 - c. The physical environment and fiscal stability of the neighborhood.
5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
6. Who have not been involved in drug related or criminal activity.
7. Who have not been convicted of a crime.
8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.
9. Who is not subject to a lifetime registration requirement under the state sex offender registration program.
10. Who meet the requirements for community service or participation in self-sufficiency programs.
11. Who continues to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for termination of the lease.

12. Who are, with the aide of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. Remaining member(s) of a resident family may be permitted to remain in occupancy provided that the Housing Authority, in its sole judgment, determines that the remaining person(s) is (are):
 - a. Otherwise eligible for Continued Occupancy, and
 - b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and
 - c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and
 - d. Legally competent to execute a lease in his (their) own name.

13. In the event of the receipt of unfavorable information, consideration will be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;
 - b. Evidence of the family's participation in, or willingness to participate in, social services or appropriate counseling service programs and the availability of such programs;
 - c. Evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

14. Citizenship/Eligible Immigration Status

In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirements the status of each member of the family is considered individually before the family's status is defined.

- a. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- b. No eligible members: Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- c. Non-citizen students: Defined by HUD in the noncitizen regulations and are not eligible for assistance.

INSPECTIONS AND RE-EXAMINATIONS

Inspections

1. Move-In Inspections

Prior to occupancy, a representative of the participant family and of the PHA maintenance staff will accomplish a physical inspection of the dwelling unit. The maintenance or management staff representative will demonstrate to the family representative the operation of the unit appliances and fixtures.

The condition of the dwelling unit will be recorded on an inspection form provided by PHA. The inspection form will be signed by the family representative and the PHA representative. Any repairs noted will be effectuated prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be effectuated do not prohibit occupancy by the participant family, and is acceptable to the family in its current condition, such repairs will be completed within thirty (30) days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

2. Annual Inspections

The Housing Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the uniform physical condition standards established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.

In the event an inspection is scheduled and there are unattended minors present in the unit, the inspection shall be rescheduled. In the event this inspection has to be rescheduled more than one time, it shall be considered a failed inspection under the terms of the lease.

The Housing Authority shall make an annual inspection of each public housing development to determine whether units in the development are maintained in accordance with the Secretary's requirements, as well as spot inspections where there exists a threat to health and/or safety. The Housing Authority shall retain the results of such inspections and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

Inspections shall be conducted using the PHA's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or the PHA. Where the family has been advised to take corrective action, the PHA staff will conduct a follow-up inspection within five (5) working days, if such corrective action is of a general nature.

Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the reinspection will occur within twenty-four (24) hours. Non-compliance

by the family can result in termination of tenancy. Inspection repairs that are the result of tenant damage shall be charged in accordance with the Maintenance Charge Policy.

3. Move-Out Inspections

Prior to the family vacating a dwelling unit, the family must participate in a move-out inspection along with a member of the PHA staff. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation, and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, PHA management will take any and all actions at its disposal to collect the remaining balance from the family.

REEXAMINATIONS

1. Purpose

Reexaminations of income and family circumstances are conducted for the following purposes:

- a. To comply with the Federal requirements relating to annual re-examinations.
- b. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
- c. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards.
- d. To establish the Total Tenant Payment and the tenant rent to be charged to the family.

2. Annual Re-examinations

Annual re-examinations are necessary to comply with the federal requirement that each family, excluding families paying flat rent, have its eligibility re-examined at least every twelve months. Families paying flat rents shall have its eligibility re-examined every three (3) years. Families paying flat rents will, however, be required to update information related to family composition each year.

At any time, the resident may report changes in income and family circumstances to obtain an appropriate rent adjustment. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 120 days current. The family will be notified in writing of any changes in resident rent 30 days prior to the effective rent change.

Failure to complete re-examination is a serious lease violation that will result in termination of tenancy. Failure to complete re-examination includes:

- a. Failure to supply or cooperate in the verification process pertaining to income, family composition, and eligibility.
- b. Refusal to properly execute required documents.

3. Special Re-examinations

If at the time of admission, annual re-examination, or interim re-examination, it is not possible to make an estimate of Family Income with any reasonable degree of accuracy because:

- a. Family member(s) are unemployed and there are not anticipated prospects of employment; or,

- b. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination; then a Special Re-examination will be scheduled on a date determined by the Housing Authority's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled Special Re-examination, it is still not possible to make a reasonable estimate of Family Income, Special Re-examinations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the Re-examination completed. Rent determined at special re-examinations shall be made effective the first of the month following the first determination. The Special Re-examinations are not to replace the Annual Re-examination.

Special Reexaminations may also be required for residents claiming “zero income” and may be repeated as often as necessary; however, not more frequently than monthly. Residents claiming “zero income” may be required to provide documentation of paid bills for the last 90 days, written statements from persons providing and assistance, or similar documentation to protect against fraudulent activity.

4. Interim Reexaminations

The PHA must conduct interim re-examinations if income has decreased, causing a decrease in rent. The decrease must be verified by the 15th day of the month to ensure that the new rent goes into effect the 1st of the next month. Change in family composition also results in an interim re-examination.

Interim re-examinations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes that must be reported in writing within ten (10) days of their occurrence:

- a. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Housing Authority in advance in accordance with Part C; Admission of Additional Members.
- b. The loss or addition of a wage earner.
- c. The loss or addition of an income source.
- d. In cases of ten (10) month employment cycles, for example public school food service workers, custodial workers and teacher aides, no interim rent changes shall be effective during the two (2) months of non-employment. Instead, the ten (10) month income shall be considered annual income and shall be computed on a twelve (12) month basis following the normal eligible deductions for dependents, etc.
- e. All requests for an interim re-examination must be submitted and the reported change verified by the 15th of the month in order for a decrease in rent to be effective the first of the following month. Rent adjustments shall not be made for sporadic changes in income due to irregular work schedules of less than thirty (30) days in duration (e.g. sick days, temporary reduction in hours, etc.). Rent adjustments will be made accordingly:

- (i) Interim decreases in rent shall become effective the first month following that in which the tenant reported the change except that in the corrections of error. All changes must be reported and verified prior to the **15th** day of the month in order for the decrease to be effective the first of the following month.
 - (ii) Interim increases in rent shall become effective the first of the second month following that in which the change occurred.
 - (iii) If it is found that the tenant has misrepresented him/herself on the facts associated with which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to the appropriate date.
- f. The PHA reserves the right to require participating families to undergo an interim re-examination to comply with changes to HUD rules and regulations.

5. Processing Re-examinations

All re-examinations shall be processed under the following conditions:

- a. All data must be verified and documented as required in Part C, Verification. The Housing Authority will NOT adjust rent downward until satisfactory verification is received. Verification must be received by the **15th** of the month in order for the decrease to be effective on the first of the following month.
- b. Lease terminations resulting from re-examinations shall be conducted in accordance with the terms of the lease.
- c. Families that are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.
- d. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from Annual Re-examination shall be incorporated into the new lease, which shall be executed by the Housing Authority and the tenant or by "Notice of Rent Adjustment".
- e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the Housing Authority, as long as the verification has been completed by the **15th day** of the month.
- f. Interim increases in rent are to be made effective on the first day of the month following a thirty (30) day notice period.
- g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken

effect. The tenant may be required to pay within seven days of official notification by PHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.

- h. The Executive Director of the Housing Authority, or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of the Housing Authority is correct.

TERMINATION OF THE DWELLING LEASE

The Housing Authority shall not terminate or refuse to renew a Lease Agreement other than for serious or repeated violation of the terms of the lease, violation of applicable federal, state, or local law, or other good cause. The Dwelling Lease shall be terminated by the Housing Authority in accordance with applicable HUD Regulations.

1. “Good cause” as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in the lease.
2. The Housing Authority may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).
3. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.
5. The Housing Authority may terminate the lease for any violent or drug-related criminal activity on or off of the premises of the Housing Authority, or any activity resulting in a felony conviction.

The term “drug-related criminal activity”, for the purpose of this policy, means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance.

The Housing Authority reserves the right to terminate tenancy for criminal activity before or after conviction of the crime.

6. The Housing Authority may terminate the lease for failure to meet community service or participation in self-sufficiency program requirements.
7. The Housing Authority may terminate the lease for failure to pay charges, including late charges or charges for damage to Housing Authority property.
8. The Housing Authority may terminate the lease for lying about material facts in any written Housing Authority statements.
9. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.

10. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.
11. The Housing Authority may terminate the lease for failure to pay resident purchased utilities.
12. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household for more than thirty (30) days per calendar year. PHA management may find that extenuating circumstances exist, however. The Housing Authority will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g., driver's license, job application, etc.).
13. Procedure for termination of the Lease shall be as follows:
 - a. The Housing Authority shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent.
 - b. The Housing Authority shall give a seven (7) day notice without cure if the health or safety of other tenants, Housing Authority employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction, except that if the state or local law provides for a shorter period of time, such shorter period shall apply. This termination is not subject to the Grievance Procedure.
 - c. The Housing Authority shall give thirty (30) days written notice of termination in all other cases except, if state or local law allows a shorter notice period, such shorter notice period shall apply.
 - d. A written record of every lease termination shall be maintained by the Authority and shall contain the following information:
 - (i) Name and identification of the unit occupied
 - (ii) Date and copy of Notice of Termination
 - (iii) Specific reason(s) for Notice to Terminate
 - (iv) Date and method of notifying tenant of reasons for lease termination
 - (v) Summary of any conference(s) with the tenant, including names of conference participants

TRANSFER POLICY

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin.

1. Objectives of the Transfer Policy

- a. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriately sized unit.
- b. To facilitate human relocation when required for modernization or other management purposes.
- c. To eliminate vacancy loss and other expense due to unnecessary transfers.

2. Types of Transfers

- a. Authority Initiated - The Housing Authority may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management for the following reasons. A resident shall not be transferred to a unit that is not decent, safe, and sanitary or that has not met Housing Quality Standards. Additionally, a resident may refuse a proposed transfer for cause, such as the long distance from his/her employer.
 - (i) In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. If the appropriate size is not available, the family may be overhoused but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an appropriate unit available at another Housing Authority-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.
 - (ii) When a resident is transferred because the unit has become uninhabitable, the management of the Housing Authority shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent. Based on this determination, the following actions will be taken:
 - (a) If the condition of the unit is the fault of the Housing Authority, the resident shall be provided with relocation assistance such as the cartage of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.

- (b) If the condition of the unit is the fault of neither the Housing Authority nor the resident, as in the case of a natural disaster, the Housing Authority may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.
- (c) If the condition of the unit was caused by the resident, his family, or guests, no relocation assistance will be provided and the resident may be charged for all damages to Housing Authority property. A transfer to a correctly sized apartment will be considered permanent.
- (iii) If a site requires modernization type work that necessitates vacating apartments, the affected resident will be relocated at the Housing Authority's expense in available vacant units within the Housing Authority. If determined feasible by management, the Housing Authority will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the PHA Board of Commissioners and the Executive Director or his/her designee. The Housing Authority may suspend normal transfer procedures to facilitate modernization type activities.

b. Transfers for Approved Medical Reasons

A resident who desires to relocate on advice of a physician may request a transfer with the PHA, however, the resident must provide the PHA with verification from an approved physician.

The transfer must have approval of Executive Director.

c. Transfers to Appropriately Sized Unit

If a tenant's family composition NO LONGER conforms to the Housing Authority's Occupancy standards for the unit occupied, the PHA may require the tenant to move into a unit of appropriate size. This section establishes both that the Housing Authority has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

- (i) Determination of the correctly sized apartment shall be in accordance with the Housing Authority's Occupancy Standards.
- (ii) Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site.
- (iii) The PHA may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions,

management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.

- (iv) The number of units offered to a family transferring will be one (1) unless there is a hardship situation as determined by PHA. If the resident refuses the dwelling unit offered, the lease may be terminated by management.
- (v) Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if the Housing Authority determined that a transfer would cause a hardship to the family.
- (vi) Transfers shall be made to correct occupancy standards and shall take precedence over new admissions.
- (vii) Upon redetermination, the resident will be notified of any transfer to another dwelling unit and that such dwelling is available by receipt of a Notice of Termination from the HA within fifteen (15) days following the notice to transfer to the new dwelling.

d. Transfers for Non-disabled Families Living in Accessible Units.

- (i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a designated accessible unit and the family occupying the unit is not a family requiring accessibility features, the family agrees to transfer to a non-accessible unit if and when the unit is needed for a disabled family.
- (ii) The PHA may from time to time have an excess of accessible units. In an effort to get the best use of all units the PHA may from time to time rent an accessible unit to a family that has no disabled members. The PHA will advise the family of the requirements to transfer if and when a disabled designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.
- (iii) This section establishes both that the Housing Authority has an obligation to transfer non-disabled residents residing in accessible units to non-accessible designated units and that the non-disabled families are obligated to accept such transfers. These will be made in accordance with the following principles:
 - (a) Transfers into a non-accessible unit will be made within the same neighborhood unless that size unit does not exist on the site.
 - (b) Transfers to a non-accessible unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.

- (c) Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood.

Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.

- (d) The non-disabled family may be provided with relocation assistance such as cartage of household goods, and relocation expenses, the costs and methods of which are to be determined by management.
- (e) For the purposes of determining the priorities for transfers, this type of transfer shall be considered an Housing Authority initiated transfer.

3. Priorities for Transfers

- a. Within the eligible types of transfers, transfers shall be performed according to the following priorities:

- (i) Housing Authority initiated transfers;
- (ii) Medical transfers;
- (iii) Residents who are underhoused by two bedrooms;
- (iv) Residents who are overhoused by two bedrooms;
- (v) Residents who are underhoused by one bedroom;
- (vi) Residents who are overhoused by one bedroom.

- b. **The first three priorities always have priority over new move-ins.**

The remainder shall be prioritized based on the need established by the PHA. In the case of an involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition. Whenever feasible, transfers will be made within a resident's current dwelling area.

4. Transfer Procedures

- a. The Executive Director or other designated staff shall:
 - (i) Prepare and prioritize a transfer list for each neighborhood monthly.

- (ii) Notify residents by letter of their pending transfers or approval of transfer request.
- (iii) Determine whether a vacancy is used for transfer or move-in.
- (iv) Maintain transfer logs and records for audit.
- (v) Notify residents with pending transfers as their name approaches the top of the list.
- (vi) Conduct home visits at the current dwelling unit for housekeeping.
- (vii) Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
- (viii) Participate in evaluation of requests for transfer based on approved medical reasons.
- (ix) Issue final offer of vacant apartment as soon as vacant apartment is identified.
- (x) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident five (5) working days to complete transfer.
- (xi) Process transfer documents to appropriate PHA staff.
- (xii) Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- (xiii) Inspect both apartments involved in the transfer, charging for any resident abuse.
- (xiv) Family pays all outstanding charges due the PHA. The resident's security deposit may be transferred to the new dwelling unit provided the PHA does not claim all or any part of the security deposit. The resident shall pay all or any part of the security deposit required for the new dwelling unit, to either replace or supplement the security deposit from the original dwelling unit, or any balance remaining after any claims are made by the PHA in accordance with the following schedule:

Damages less than \$250	30 Days in One Payment
Damages \$250 - \$500	60 Days in Two
Payments	
Damages more than \$500	90 Days in Three
Payments	
- (xv) Family signs new lease.

- b. Only one offer of an apartment will be made to each resident being transferred within his or her own neighborhood. A resident being transferred outside his or her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit that is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. When a person has requested a transfer for approved medical reasons declines the offer of such an apartment, the Housing Authority is not obligated to make any subsequent offers. The Housing Authority will notify the resident in such cases that the Housing Authority has discharged its obligations to the resident, that he remains in the apartment at his own risk, and that the Housing Authority assumes no liability for his condition.
- c. Any resident aggrieved by any action or inaction of the PHA relative to his/her transfer request may file a request for a hearing in accordance with the grievance procedure.

5. Right of Management to Make Exceptions

This policy is to be used as a guide to ensure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the grievance procedure.

ABANDONMENT OF A UNIT

The Housing Authority may take possession of the dwelling after a resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that the resident has abandoned the dwelling if the resident is absent from the dwelling for a period of fifteen (15) days, and the resident has not notified the PHA in writing in advance of an intended absence, or otherwise as provided in this Agreement. This presumption shall not apply if the rent is current. The following criteria will be used in determining if the unit has been abandoned:

- a. Some or all of utilities have been turned off;
- b. A dramatic reduction in utility/electric bills;
- c. Repeated inability to contact the resident;
- d. Incarceration or sentencing of the head of household for more than 30 days;
- e. No personal possessions remaining in the apartment.

The Housing Authority will post a ten (10) day notice at the abandoned unit. The ten (10) day notice shall inform the participant family of the Housing Authority's intention to terminate the lease and related actions. If the participant family does not respond to the notice within five days, the family's lease will be terminated and the Housing Authority will enter the unit to remove any remaining personal possessions.

NSBHA may remove and dispose of any personal property, left in the resident's dwelling or elsewhere on the HA's property in accordance with State of Florida Statutes, after resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to resident or assessed against resident's security deposit, unless in HA's sole discretion, it is determined that documentable conditions existed which prevented the resident from occupying the dwelling.

COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY

1. Policy Statement

It is the policy of the Housing Authority to enhance and promote economic and social self-sufficiency. As such, the Housing Authority shall provide the following for the enhancement of the economic and social self-sufficiency of assisted families:

- Income mix (the PHA may establish and utilize income-mix criteria for the selection of residents.)
- Targeting (mandatory): Not less than 40% of dwelling units owned by the Housing Authority shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.
- Incentives to promote deconcentration of very low-income families: Describe incentives, if applicable.
- Cooperation Agreements for Economic Self-Sufficiency (mandatory): The Housing Authority shall enter into cooperation agreements with state, local, and other agencies providing assistance to covered families under welfare or public assistance programs. The cooperation agreements shall facilitate the administration of this policy and the sharing of information regarding rents, income, assistance, or other information that may assist the Housing Authority or welfare or public assistance agency to carry out its functions. The Housing Authority shall also seek to include in cooperation agreements with welfare or public assistance agencies provisions to provide for economic self-sufficiency services within the properties owned by the Housing Authority, provide for services designed to meet the unique employment-related needs of residents, and provide for placement of work fare positions on-site.

2. Definition of “economic self-sufficiency program”: Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, work fare, financial or household management, apprenticeship, or other activities as the Secretary may provide.

3. Community Service Requirement

As a condition of continued occupancy, excluding residents under paragraph 4 below, each adult resident of the Housing Authority shall:

- a. Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or,
- b. Participate in an economic self-sufficiency program for eight (8) hours per month.

4. Exemptions

Exemptions to paragraph 3 above shall be made for any individual who:

- a. Is 62 years of age or older;
- b. Is a blind or disabled individual defined under section 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1); 1382c) and who is unable to comply with this section, or is a primary caretaker of such individual;
- c. Is engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act (42 USC 607(d), as in effect on and after July 1, 1997) that include:
 - i. unsubsidized employment;
 - ii. subsidized private sector employment;
 - iii. subsidized public sector employment;
 - iv. work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - v. on-the-job training;
 - vi. job search or job readiness assistance;
 - vii. community service programs;
 - viii. vocational educational training (not to exceed 12 months with respect to any individual);
 - ix. job skills training directly related to employment;
 - x. 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;
 - xi. 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; or
 - xii. the provision of child care services to an individual who is participating in a community service program.
- d. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social

Security Act (42 USC 601 et seq) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program; or,

- e. Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which public housing agency is located, including a state administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

In the event a resident has a balance of community service hours required and claims an exemption, that balance will be reduced by 16 hours per month of exemption. If the exemption is claimed and verified for a continuous three-month period, then any remaining balance is eliminated.

5. Verification of Exemptions

Exemptions will be verified, to the greatest extent possible, by third-party documentation as follows:

- a. Age will be verified by generally accepted proof of age. Examples include driver's license, state issued identification, birth certificate, or any other documentation issued by a governmental entity.
- b. Blindness or disability will be verified by the receipt of benefits under the Social Security Act such as SSI or as documented by a licensed medical practitioner.
- c. Work activity will be verified upon submission of the claim for exemption. Documentation shall be provided along with the claim for exemption and acceptable forms of documentation include a current pay stub (less than 30 days old) from an employer, current photo identification from an employer, written statement from an employer, or any other reasonable proof of employment. Acceptable forms of documentation for educational or job training programs are current photo identification issued by the educational institution, written statement from the education or training provider, or any other reasonable proof of participation in an educational or training program.
- d. The exemption for having to engage in work activity under the state program funded under Part A of title IV of the Social Security Act shall be verified by providing a copy of the assistance check, a written statement from the assistance provider, or any other reasonable proof of participation in that program.
- e. The exemption for being a member of a family receiving benefits under a program funded under Part A of Title IV of the Social Security Act shall be verified by obtaining a certification from the primary recipient of the benefits.

Residents will be notified in writing of the final determination of the claim for exemption once verification is obtained.

6. Annual Determinations

For each public housing resident, the Housing Authority shall, thirty (30) days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under paragraph 3 above. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

7. Noncompliance

If the Housing Authority determines that the resident subject to the requirement under paragraph 3 has not complied with the requirement, the Housing Authority shall notify the resident in writing of such noncompliance. The written notification shall state that the determination of noncompliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any noncompliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause for lease termination.

The Housing Authority shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the requirement under paragraph 3 who has been determined to be not compliant with the requirements under paragraph 3, and has failed to attempt to cure the noncompliance.

8. Location of the community service or family self-sufficiency program

Adult residents subject to the requirement under paragraph 3 may participate in a community service or an economic self-sufficiency program at a location not owned by the Housing Authority.

The Housing Authority may provide a community service or an economic self-sufficiency program to meet the requirements of paragraph 3; however, the Housing Authority shall not substitute participation in community service or an economic self-sufficiency program for work performed by an employee of the Housing Authority or supplant a job at any location at which community work requirements are fulfilled.

9. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 8.a and 8.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

NEW SMYRNA BEACH HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part E

FRAUD

FRAUD

If the PHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts the PHA will take action to determine whether there has been program abuse. Once the PHA determines that fraud has occurred and decides to terminate the lease due to fraud, the PHA will provide the family with a 30 day Notice to Evict. The PHA may require repayment by the family. Further, the PHA shall refer all fraud cases to the Regional Inspector General for Investigation (RIGID) or to local or state prosecutors with a copy to RIGID for investigation and possible criminal prosecution.

The Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous re-examination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease. The Housing Authority reserves the right to demand full payment within seven days.
5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the PHA to press state and Federal authorities for prosecution of cases, which, in the Housing Authority's judgment, appear to constitute willful and deliberate misrepresentation.

NEW SMYRNA BEACH HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part F
RENT POLICY

RENT POLICY

1. Minimum Rental Amount

The PHA has established a minimum Total Tenant Payment of \$50.00 per month.

2. Rent Collection

- a. Rent is due on the first of each month. Residents shall be mailed a notice of rent due, including the due date.
- b. A 14-Day Notice of Termination will be served on the tenant on the sixth (6th) calendar day of the month (or the first working day after the second calendar day if it is a non-working day). If the total rental payment due is not paid within fourteen (14) days, the PHA will issue an unlawful detainer and file in court for all monies due and for possession of the unit. Rent will be accepted up until the court filing date. Should the resident wish to settle the suit out of court, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction as directed by the court.
- c. A late charge will be added to the monthly rental payment for any rent paid after the fifth (5th) calendar day of the month in the amount of \$25.00. All payments after the assessment of a late charge shall be made by certified check, cashier's check, or money order.
- d. If a family is served three (3) 14-Day Notices within a twelve (12) month period, their lease shall be terminated for chronic rent delinquency.
- e. In the event a tenant's check is returned for nonpayment, the Authority will assess a \$25.00 NSF fee. All future payments by the tenant must be made in cash, money order, or certified check.

3. Payments After the Delinquency Date

The family may enter into a written agreement with the HA or court to pay back all outstanding indebtedness, including unpaid rent, maintenance charges, and retro-rent, plus incurred charges. The option to enter into an agreement shall be solely at the discretion of the PHA. Any such agreement must provide for a quick payout of debt, not to exceed three (3) months for the total payment. A longer repayment period may be authorized upon approval by the Executive Director. Should the family fail to make payments in accordance with the terms of the agreement to repay, the PHA shall serve a notice to vacate to the family. Should the PHA be required to enforce the terms of the lease agreement through legal action, all related court costs, attorney fees, plus any outstanding indebtedness, will be included in the judgment.

4. Retroactive Rent Charges

Retroactive Rent Charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay

off. If the amounts are large and the tenant will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period upon approval of the Executive Director.

5. Vacated Tenants With Balances

Vacated tenants will have thirty (30) days from the date of the statement of Request for Refund to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

6. Terms and Conditions of Payment of Security Deposits

Prior to lease signing, the Housing Authority must receive payment of the security deposit of \$200.00. The Authority will accept an up-front payment of \$50.00 with three additional \$50.00 payments due along with the rent during the first three months of occupancy. Where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the minimum up-front payment for the security deposit will still be due at time of lease execution.

The PHA will allow the keeping of pets in accordance with the Housing Authority's Pet Policy and upon execution of the Pet Lease Addendum. A condition of pet ownership is the payment of a pet deposit for all dogs and cats.

7. Terms and Conditions of Other Charges in Addition to Rent

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the month following the charge. Such charges will be made either based on actual cost of labor and materials or in accordance with the approved maintenance charge list in effect at the time of the repair. The Authority will notify residents of any assessed charges in writing. In the event there is a dispute in an assessed charge, the resident must notify the Housing Manager within ten days of the date of the letter.

In the event of damages discovered at move-out, the family's security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear". Any remaining balance will be refunded to the resident under the following conditions:

- a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person.
- b. The resident owes no other charges for excess utility consumption, late fees on rental payments, etc.
- c. The remaining balance will be paid within thirty (30) days of move-out.

8. Exemption for Hardship Circumstances

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

- a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the

Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;

- b. The family would be evicted as a result of the imposition of the minimum rent requirement;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred.

If a resident requests a hardship exemption and the Housing Authority reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the Housing Authority shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

9. Family Choice of Rental Payment

The Housing Authority shall provide two (2) rent options for any public housing dwelling unit owned, assisted, or operated by the Housing Authority:

- a. Flat Rents: The flat rental amount for the dwelling unit shall be based on the rental value of the unit, as determined by the Housing Authority; or,
- b. Income Based Rents: The monthly rental amount shall not exceed 30% of monthly adjusted income. Income Based Rents shall not be less than the minimum rental amount.

The term “adjusted income” means, with respect to the family, the amount of income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions as follows:

- (i) \$400 for any elderly or disabled family;
- (ii) The amount by which 3% of the annual family income is exceeded by the sum of:
 - (a) Un-reimbursed medical expenses for any elderly family or disabled family;
 - (b) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each disabled member of the family, to the extent necessary to enable any member of such family (including such disabled member) to be employed.
- (iii) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;

- (iv) \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
- (v) Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made;
- (vi) Any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:
 - (a) The amount that such family member has legal obligation to pay, or,
 - (b) \$550 for each individual for whom such payment is made.
- (vii) The amount of any earned income of a member of the family who is not:
 - (a) 18 years of age or older, and
 - (b) The head of the household (or the spouse of the head of the household).

10. Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay rent in the amount equal to the Flat Rent/Ceiling Rent for the dwelling unit, the Housing Authority shall immediately provide for the family to pay rent in the amount equal to Income Based Rent during the period for which such election was made upon a determination that the family is unable to pay the amount determined because of financial hardship, including:

- a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,
- c. Such other situations as may be determined by the Housing Authority.

Families switching rent determination method because of hardship circumstances shall be limited to one (1) rent switch within a twelve (12) month period. Such rent switches are subject to interim re-examination provisions as detailed in this policy.

11. Encouragement of Self-Sufficiency

It is the policy of the Housing Authority to encourage and reward employment and economic self-sufficiency.

Disallowance of earned income from rent determinations (mandatory): When a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases, rent shall not increase for twelve (12) months after commencing work.

Phase-in of rent increases (mandatory): Upon expiration of the 12-month period of disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12 month period.)

12. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that

the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

APPENDIX A

GRIEVANCE PROCEDURE

NEW SMYRNA BEACH HOUSING AUTHORITY
Public Housing Grievance Procedure

1. Purpose

This Grievance Procedure has been adopted to provide a forum and procedure for residents to seek the just, effective, and efficient settlement of grievances against the New Smyrna Beach Housing Authority (NSBHA).

2. Governing Law

The law governing this Grievance Procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d (k) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50 – 966.57).

3. Applicability

In accordance with applicable federal regulations, this Grievance Procedure shall be applicable to all individual grievances (as defined in Section IV below) between a resident and the NSBHA with the following two (2) exceptions:

- a. This Grievance Procedure is not applicable to disputes between residents not involving the NSBHA, or to class grievances involving groups of residents. Also, this Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between residents, or groups of residents, and the NSBHA's Board of Commissioners.
- b. HUD has issued a determination that Florida State law provides the basic elements of due process necessary when eviction of a resident occurs in the following cases, and therefore this policy is not applicable when the eviction is due to:
 - (i) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HA; or
 - (ii) Any drug-related criminal activity on or off such premises.

4. Definitions

The following definitions of terms shall be applicable to this Grievance Procedure:

- a. **Grievance:** Any dispute which a resident may have with respect to an action or a failure to act by NSBHA in accordance with the individual resident's lease or NSBHA regulations, which adversely affects the individual resident's rights, duties, welfare, or status.
- b. **CFR:** The code of federal regulations that contains the federal regulation governing this Grievance Procedure.

- c. **Complainant:** Any resident (as defined in this section below) whose grievance is presented to the Central Office of the NSBHA in accordance with the requirements set forth in this procedure.
- d. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute, or use of a controlled substance as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec 802), as from time to time amended; and alcohol abuse that the NSBHA determines interferes with the health, safety or peaceful enjoyment of NSBHA's property by other NSBHA residents, NSBHA's employees, persons residing in the immediate vicinity of the dwelling, representatives, contractors, agents, law enforcement officials and/or the public.
- e. **NSBHA or "Housing Authority":** The Housing Authority of the City of New Smyrna Beach, a body corporate and politic organized and existing under the laws of the State of Florida.
- f. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - (1) Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the resident to be represented by counsel;
 - (3) Opportunity for the resident to refute the evidence presented by the NSBHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
 - (4) A decision on the merits.
- g. **Hearing Officer:** An impartial person selected in accordance with 24 CFR Sec 966.55 and this Grievance Procedure to hear grievances and render decisions with respect thereto.
- h. **Hearing Panel:** A three-member panel composed of impartial persons, selected in accordance with 24 CFR Sec. 966.55 and this procedure to hear grievances and render decisions with respect thereto.
- i. **HUD:** The United States Department of Housing and Urban Development.
- j. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- k. **Promptly:** Within the time period indicated in a notice from NSBHA of a proposed action that would provided the basis for a grievance if the resident has received a notice of a proposed action from NSBHA.

- l. **Resident Organization:** An organization of residents, which includes any Resident Management Corporation and specifically includes the Resident Organization.
- m. **Resident:** The adult person (or persons) other than a live-in aide:
 - (i) Who resides in the unit and who executed the lease with the NSBHA as lessee of the dwelling unit, or, if no such person resides in the unit
 - (ii) The person who resides in the unit and who is the remaining head of the household of the resident family residing in the dwelling unit.
- n. **Business Days:** Monday through Friday of each week, except for legal holidays recognized by the federal government.

5. Incorporation in Leases

This Grievance Procedure shall be incorporated by reference in all public housing dwelling leases between residents and the NSBHA, whether or not so specifically provided in such leases.

6. Informal Settlement of Grievances

- a. **Initial Presentation:** Any grievance must be personally and promptly presented, either orally or in writing to the NSBHA Central Office, no later than ten (10) business days after the occurrence of the event giving rise to the grievance. Grievances received by the NSBHA Central Office will be referred to the person responsible for management of the complex in which the Complainant resides. As soon as the grievance is received, it shall be reviewed by the NSBHA management to determine whether the exclusions in Section III B (1) or III B (2) above apply to the grievance. Should one of the exclusions apply, the Complainant will be notified in writing that the matter raised is not subject to NSBHA's grievance procedure, with the reason therefore.
- b. **Informal Settlement Conference:** If the grievance is not determined to fall within one of the two exclusions mentioned in Sections III B (1) and III B (2) above, then NSBHA will, within ten (10) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his/her representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be promptly notified in writing of the time and place for the informal settlement conference.
- c. **Written Summary:** Within ten (10) business days after the informal settlement, NSBHA shall prepare a summary of the informal discussion and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons

for such disposition. This written summary will specify the procedures by which the Complainant may obtain a formal hearing if not satisfied with the proposed disposition of the grievance. A copy of the written summary shall be placed in the Complainant's resident file.

7. Formal Grievance Hearing

The following procedures apply to the request for a formal grievance hearing under this Grievance Procedure:

- a. **Request for Hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to NSBHA's Central Office, no later than ten (10) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above.

Complainant's written request for a formal hearing must specify:

- (i) The reasons for the grievance;
 - (ii) The action or relief sought by the Complainant; and
 - (iii) If the Complainant so desires, a statement setting forth the times at which the Complainant shall be available for a hearing during the next ten (10) business days;
 - (iv) If the Complainant has failed to attend an informal discussion conference, a request that the hearing officer waive this requirement.
- b. **Failure to Request Hearing:** If the Complainant fails to request a hearing within ten (10) business days after receiving the written summary of the informal settlement conference, NSBHA's decision rendered at the informal hearing becomes final and NSBHA shall not thereafter be obligated to offer the Complainant a formal hearing, unless the Complainant can show good cause, in NSBHA's sole discretion, why he/she failed to proceed in accordance with this procedure.

8. Selection of Hearing Officer

All grievance hearings shall be conducted by an impartial person appointed by the NSBHA after consultation with resident organizations, in the manner described below:

- a. The permanent appointments of persons who shall serve as hearing officers shall be governed by the following procedures:
- (i) The NSBHA shall nominate a slate of persons to sit as permanent hearing officers. These persons may include, but shall not be necessarily limited to, members of the NSBHA Board of Commissioners, NSBHA staff members, residents, or other responsible persons in the community.

No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer, feels capable of impartiality, agrees to serve without compensation, and has sufficient time to serve.

- (ii) A list of all qualified hearing officers shall be kept at the NSBHA Central Office and be made available for public inspection at any time.
- b. The designation of hearing officers for particular grievance hearing shall be governed by the following provisions:
- (i) All hearings shall be held before a single hearing officer.
 - (ii) Appointments to serve as a hearing officer with respect to a particular grievance shall be made by the NSBHA in random order, subject to availability of the hearing officer to serve in each such case. The NSBHA may employ any reasonable system for random order choice.
 - (iii) No member of the NSBHA Board of Commissioners or staff may be appointed as hearing officer in connection with the grievance contesting an action which was either made or approved by proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.
 - (iv) No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest.

Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a Complainant fails to object to the designation of the hearing officer or panelists on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer fails to disqualify himself or herself as required in this Grievance Procedure, the NSBHA shall remove the officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing officer.

9. Scheduling of Hearings

- a. **Hearing Prerequisites:** A Complainant does not have a right to a grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

- (i) The Complainant has requested a hearing in writing.
- (ii) The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.
- (iii) If the matter involves the amount of rent which the NSBHA claims is due under the Complainant's lease, the Complainant shall have paid to the NSBHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, 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.

Unless waived by the NSBHA in writing, no waiver shall be given by the NSBHA except in cases of extreme and undue hardship to the Complainant, determined in the sole and absolute discretion of the NSBHA. However, failure to make payment shall not constitute a waiver of any the resident may have to contest NSBHA's disposition of Complainant's grievance in any judicial proceeding.

b. Time, Place, Notice

- (i) Upon Complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the Complainant and the NSBHA, no later than the tenth (10th) business day after Complainant has completed such compliance.
- (ii) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate NSBHA official, who, unless otherwise designated, shall be the Executive Director.

10. Procedures Governing Hearings

a. Fair Hearings

The hearings shall be held before a hearing officer as directed above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- (i) The opportunity to examine before the hearing any NSBHA documents, including records and regulations that are directly relevant to the hearing.

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

- (ii) The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.
- (iii) The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by the NSBHA and to confront and cross examine all witnesses upon whose testimony or information the NSBHA or its management relies.
- (iv) A decision solely and exclusively upon the facts presented at the hearing.

b. Prior Decision in Same Matter

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

c. Failure to Appear

If the Complainant or the NSBHA fails to appear at a scheduled hearing, the hearing officer may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the Complainant and the NSBHA of the determination.

d. Required Showing of Entitlement to Relief

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

e. Informality of Hearing

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 proceeding.

f. Orderly Conduct Required

The hearing officer shall require the NSBHA, 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.

g. Transcript of Hearing

The Complainant or the NSBHA 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.

h. Accommodation to Disabled Persons

The NSBHA must provide reasonable accommodations for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the resident is visually impaired, any notice to the resident that is required by this procedure shall be in an accessible format.

11. Informal Hearing Procedure for Denial of Assistance on the Basis of Ineligible Immigration Status

The resident family may request that NSBHA provide for an informal hearing after the family has notification of the United States Immigration and Naturalization Service (INS) decision on appeal, or in lieu of request of appeal to the INS. The resident family must make this request within thirty (30) calendar days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) calendar days of receipt of the INS appeal decision.

12. Decision of the Hearing Officer

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

a. Written Decision

The hearing officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of hearing

- (i) A copy of the decision shall be sent to the Complainant and the NSBHA. The NSBHA shall retain a copy of the decision in the Complainant's resident file.
- (ii) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the NSBHA and made available for inspection by any prospective Complainant, his representative, or the hearing officer.

b. Binding Effect

The written decision of the hearing officer shall be binding upon the NSBHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless NSBHA's Board of Commissioners determines, within ten (10) business days, and properly notifies the Complainant of its determination, that:

- (i) The grievance does not concern NSBHA action or failure to act in accordance or involving the Complainant's lease, or NSBHA's

regulations, which adversely affect the Complainant's rights, duties, welfare or status, or

- (ii) 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 the NSBHA.

c. **Continuing Right of Complainant to Judicial Proceedings**

A decision by the hearing officer or Board of Commissioners in favor of the NSBHA or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor affect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

13. Notices

All notices under this Grievance Procedure shall be deemed delivered:

- (i) Upon personal service thereof upon the Complainant or an adult member of the Complainant's household;
- (ii) Upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail; or
- (iii) On the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

14. Modification

This Grievance Procedure may not be amended or modified except by approval of a majority of the NSBHA Board of Commissioners, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this Grievance Procedure must provide for at least thirty (30) calendar days advance notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. NSBHA shall consider the comments submitted before final adoption of any amendments hereto.

15. Miscellaneous

a. **Captions**

Captions or paragraph headings set forth in this Grievance Procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

b. **Concurrent Notice**

If a resident has filed a request for a grievance hearing hereunder in a case involving NSBHA's notice of termination of tenancy, the Complainant should be aware that the state law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently.

Therefore, if the hearing officer upholds NSBHA's action to terminate the tenancy, the NSBHA may commence an eviction action in court upon the sooner of the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to Complainant, or the delivery of the report of decision of the hearing officer to the Complainant.

APPENDIX B

DECONCENTRATION POLICY

NEW SMYRNA BEACH HOUSING AUTHORITY
Deconcentration Policy

1. Introduction

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires that the New Smyrna Beach Housing Authority adopt policies and procedures governing the deconcentration of poverty and income mixing as required by section 10(a)(3)(B) of the 1937 Housing Act. It is the New Smyrna Beach Housing Authority's (NSBHA) policy to provide for deconcentration of poverty and encourage income mixing.

The goal of this policy is lessen the concentration of poverty and to create mixed-income communities and within the NSBHA's public housing developments. This will be accomplished through admissions practices designed to bring in higher income residents to lower income developments and lower income residents into higher income developments. Toward this end, NSBHA will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Deconcentration Policy is intended to work in conjunction with the Authority's annual income targeting requirements. The QHWRA requires that 40 percent of all new admissions to public housing developments during a fiscal year must be residents whose household income, at the time of admission, is equal to or lower than 30 percent of the Area Median Income. This "income targeting" requirement is separate from the Deconcentration Policy, which is comparative in nature.

The NSBHA will affirmatively market housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

2. Definitions

The following definitions are provided in order to clearly and define the affected developments and families under this Deconcentration Policy.

A final rule was published at 24 CFR 903 on August 6, 2002, amending the definition of "Established Income Range" and that change is reflected in this revised policy.

Covered Developments: Public housing developments that are of general occupancy or family public housing developments that are not exempt from the deconcentration requirement.

Exempt Developments: Public housing developments that are operated by housing authorities with fewer than 100 units; public housing developments that house only elderly persons or persons with disabilities, or both; public housing developments operated by housing authorities that operate only one general occupancy development; public housing developments approved for demolition or conversion to tenant-based assistance; and public housing developments that include units operated in accordance with a HUD-approved mixed-finance plan using HOPE VI or public housing funds awarded before the effective date of the Deconcentration Final Rule.

PHA-Wide Established Income Range: The average annual household income of all residents of all covered developments is the PHA-Wide Established Income Range (EIR).

Development Average Household Income: The average annual household income of all residents of a specific covered development.

Developments Outside the PHA-Wide Established Income Range: A development where the Average Household Income is between 85 percent and 115 percent of the PHA-Wide EIR is considered to be within the PHA-Wide EIR. If the average household income in a development is less than 85% of the EIR or greater than 115% of the EIR, the development is considered to be outside the PHA-Wide EIR with the following exception:

A covered development with an average household income exceeding 115% of the PHA-Wide EIR shall not be considered outside the PHA-Wide EIR if the upper limit that exceeds 115% of EIR is less than 30 percent of area median income. **(24 CFR 5.603(b).**

3. Analysis

In order to achieve and maintain deconcentration, the NSBHA will comply with the following:

- a. Determine the PHA-Wide Established Income Range for all covered developments at least an annual basis.
- b. Determine the average household income for each covered development.
- c. Determine whether each covered development falls above, within, or above the established income range, except that the upper limit shall never be less than 30 per cent of the median area income limit.
- d. Determine, for those developments having average incomes outside the established income range, if there are factors to explain and/or justify the income profile as being consistent with and furthering two sets of goals: the goals of deconcentration and income mixing as specified by the statute; and the local goals and strategies contained in the NSBHA Annual Agency Plan.
- e. Where the income profile for a covered development is not explained and/or justified in the NSBHA Annual Plan a specific policy to provide for deconcentration and income mixing in applicable covered developments may be developed.

Analysis will be completed at least annually, but may be accomplished more frequently to determine the effectiveness of various initiatives employed to achieve deconcentration.

4. Action Plan

If a covered development has been identified as falling above or below the established income range, the NSBHA will define and communicate specific procedures to be employed with the goal of achieving deconcentration. It is the goal of the NSBHA to generally increase the level of income for residents of public housing, create more stratified developments, and obtain agency

self sufficiency, therefore; the Deconcentration Policy shall not be employed to be counterproductive to that goal.

In addition, the policy will, under no circumstances, be employed through steering or in any way reducing the choice in residence of the individual family.

In order to deconcentrate a development, the NSBHA will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income-targeting goal. To the greatest extent possible, the NSBHA will provide incentives to encourage families with incomes below the established income range to accept units in developments with incomes above the established income range or to encourage families with incomes above the established income range to accept units in developments with incomes below the established income range.

The NSBHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

These may include but are not limited to:

- a. Rent Incentives to select particular developments.
- b. Payment Plans for deposits.
- c. Flexibility in move-in dates.

A family has the sole discretion whether to accept an offer of a unit made under the NSBHA's deconcentration policy. NSBHA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the deconcentration policy.

APPENDIX C

REASONABLE ACCOMMODATIONS POLICY

NEW SMYRNA BEACH HOUSING AUTHORITY
Reasonable Accommodations Policy

INTRODUCTION

This Reasonable Accommodation Policy and Procedures, sets forth the policy and procedures of the New Smyrna Beach Housing Authority in connection with making reasonable accommodations for qualified applicants or residents with disabilities for participation in the Authority's public housing programs and activities.

PART A: POLICY

Policy Statement

The Authority is committed to ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of the Authority's housing services or programs solely on the basis of such disabilities. Therefore, if an individual with a disability requires an accommodation, such as an accessible feature or modification to the Authority's policy, the Authority will provide such accommodation, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial or administrative burden. In such a case, the Authority will make another accommodation that would not result in a financial or administrative burden.

Purpose

This Policy is intended to:

- communicate the Authority's position regarding reasonable accommodations for persons with disabilities in connection with the agency's housing programs, services, and policies;
- establish a procedural guide for implementing such Policy; and
- comply with applicable federal, state and local laws to ensure accessibility for persons with disabilities to housing programs, benefits and services administered by the Authority.

Authority

The requirements of this Policy are based upon the following statutes or regulations:

- Section 504 of the Rehabilitation Act of 1973, as amended ("Section 504") prohibits discrimination on the basis of disability status and states that:

"No qualified individual with handicaps shall, solely on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to

discrimination under any program or activity that receives Federal financial assistance from the Department”.

- The Fair Housing Act (“FHA”) prohibits discrimination in the sale, rental and financing of dwellings. The FHA requires reasonable accommodations in rules, policies, practices, services and reasonable modifications to dwelling units and public common areas;
- Title II of the Americans With Disabilities Act (“ADA”), prohibits discrimination on the basis of disability status by public entities. Except as provided in 35.102 (b), of 28 CFR Part 35, the ADA applies to all services, programs and activities provided or made available by public entities; and
- Part 8, of Code of Federal Regulations, Title 24, Housing and Urban Development, entitled Non-Discrimination Based On Handicap In Federally Assisted Programs and Activities of the Department of Housing and Urban Development applies to recipients of federal funds and implements the requirements of the Rehabilitation Act.

Monitoring and Enforcement

The Fair Housing and Equal Opportunity Office (“FH&EO Office”) is responsible for monitoring the Authority’s compliance with, and enforcing the requirements under this Policy. Questions regarding this Policy, its interpretation or implementation should be made by contacting the Authority’s FH&EO Office in writing, or in person by appointment, at:

301 West Bay Street, Suite 2200,
Jacksonville, Florida 32202
(904) 232-1777

The FH&EO Office may require the submission of data from the Authority’s public housing developments and field offices in order to evaluate and document compliance with this Policy.

General Principles For Providing Reasonable Accommodations

Listed below are the general principles which provide a foundation for the Policy and which Authority staff should apply when responding to requests for reasonable accommodations within all housing programs:

- It is presumed that the individual with a disability is usually knowledgeable of the appropriate types of, and methods of providing, reasonable accommodations needed when making a request. However, the Authority reserves the right to investigate and offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.
- The procedure for evaluation and responding to requests for a reasonable accommodation relies on a cooperative relationship between the Authority and the applicant/resident. The process is not adversarial.
- The Authority shall inform all applicants and residents of alternative forms of communication. The Request Form is designed to assist the Authority and our applicants/residents. If an applicant/resident does not, or cannot use the Request Form,

the Authority will still respond to the request for an accommodation. The applicant/resident may also request assistance with the Request Form or such applicant/resident may request that the Request Form be provided in an equally effective format or means of communication.

Example(s): Some examples of alternative equally effective form of communication include the following: Qualified interpreters, printed material, telecommunication devices for deaf persons (TDD's), a Relay System, or other aurally delivered materials available to persons with hearing impairments. Qualified readers, taped texts audio recordings, Brailled materials, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

- If the accommodation is reasonable, the Authority will grant it.
- The Authority will grant the request for a reasonable accommodation only to the extent that an undue financial and administrative burden is not created thereby.
- All written documents required by or as a result of this Policy must contain plain language and be in appropriate alternative formats in order to communicate information and decisions to the person requesting the accommodation.
- Any required meetings with a person with a disability will be held in an accessible location.

Amendment

Policy: The Policy may be amended only by resolution of the Housing Authority Board.

Procedures: The Procedures may be amended within the scope of the Policy by the Executive Director.

Legal Compliance: Any amendment to the Policy or Procedures shall be consistent with all applicable laws and regulations.

Staff Training

The Special Assistant to the Commissioner for the FH&EO Office will ensure that training sessions are held at least annually concerning the Policy and the Procedures and all applicable Federal, state and local requirements regarding reasonable accommodations.

PART B: PROCEDURES

Procedure #1: Communication With Applicants and Residents

At the time of application, all applicants must be provided with the Request for Reasonable Accommodation Form (the "Request Form"), a copy of which is affixed hereto as Attachment 1, or, upon the applicants request, the Request Form must be provided in an equally effective format.

Residents seeking accommodations may contact the Authority's Property Management or Central Office. Residents may also contact the FH&EO Office directly to request the accommodation.

The Authority is responsible for informing all residents that a request may be submitted for reasonable accommodations for an individual with a disability. All residents will be provided the Request Form when requesting a reasonable accommodation. However, a resident may submit the request in writing, orally, or use another equally effective means of communication to request the accommodation. Upon receiving the request, housing management and/or the FH&EO Office will respond to the request within twenty (20) business days. If additional information or documentation is required, a written request should be issued to the applicant or resident by using the Request For Information or Verification Form ("Request for Information") a copy of which is affixed hereto as Attachment 2. A submission date should be specified in the Request for Information so as not to delay review of request.

The Housing Authority will maintain at its Housing Admissions Office; Management Offices; and Central Office written materials, which summarizes this Policy and highlights the procedures for making a request for reasonable accommodations.

Procedure #2: Sequence for Making Decisions

1. Is the applicant/resident a qualified "individual with a disability"?
 - If No, we are not obligated to make a reasonable accommodation; therefore, we may deny the request.
 - If Yes, go to Step B.
 - If more information is needed, either write for more information using the standard Request for Information letter, or request a meeting using the standard Request for Meeting letter. (A copy of the Request for Meeting letter is affixed hereto as Attachment 5).
2. Is the requested accommodation related to the disability?
 - If No, we are not obligated to make the accommodation; therefore, we may deny the request.
 - If Yes, go to Step C.
 - If more information is needed, either write for more information using the standard Request for Information letter, or request a meeting using the Request for Meeting letter.
3. Is the requested accommodation reasonable? This determination will be made by following Procedure #3 - Guidelines for Determining Reasonableness.
 - If Yes, we will approve the request for reasonable accommodation. A written description of the accommodation will be prepared and included in the Letter Approving Request for Reasonable Accommodations.

- If No, we may deny the request. Submit the denial using the Letter Denying Request for Reasonable Accommodations.
- If more information is needed, either write for more information using the Letter Approving Request for Reasonable Accommodations, or request a meeting using the Request for Meeting letter.

Procedure #3: Guidelines for Determining Reasonableness

1. In accordance with the Policy, the Authority will consider the requested method for providing reasonable accommodations for an individual with a disability. However, the Authority is required to evaluate the requested method and may require the individual with a disability to provide further information to demonstrate the need for the requested accommodation to enable access to and use of the housing program. Additionally, the Authority may offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.
2. Requests for reasonable accommodations will be considered on a case-by-case basis. Decisions regarding reasonable accommodations will be made in compliance with all applicable accessibility laws and requirements. Additionally, in those circumstances where the Housing Authority deems that a proposed reasonable accommodation would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, the Authority has the burden of proving such result(s).
3. The responsibility for the decision that a proposed reasonable accommodation would result in such alteration or burden shall rest with the Executive Director of his/her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by written statement of the reasons for reaching that conclusion. If an action would be result in such an alteration or such burden, the Authority shall propose any other action that will not result in or require an alternation or burden.
4. Live-in Aides. Refer to the Admissions and Continued Occupancy Policy for specific provisions regarding live-in aides.
5. The Authority may verify a person's disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation. The Authority may not require applicants to provide access to confidential medical records in order to verify a disability nor may the Authority require specific details as the nature of the disability. The Authority may require documentation of the manifestation of the disability that causes a need for a specific accommodation or accessible unit. A PHA may not as what the specific disability is.

ATTACHMENTS TO PROCEDURES

Attachment 1 - Request for a Reasonable Accommodation

Attachment 2 - Request for Information or Verification

Attachment 3 - Letter Denying Request for Reasonable Accommodations

Attachment 4 - Letter Approving Request for Reasonable Accommodation

Attachment 5 - Request for Meeting

NEW SMYRNA BEACH HOUSING AUTHORITY

Request for a Reasonable Accommodation

New Smyrna Beach Housing Authority
1101 South Dixie Highway
New Smyrna Beach, Florida 32170

If you need:

- A change in our policies or procedures
- A repair or change in your apartment
- A repair or change to some other part of the property
- A change in the way we communicate with you

Because of a disability, you may ask for this change, which is called a “reasonable accommodation”.

If your request is reasonable, if it is not prohibitively expensive, and if it does not result in a change in the scope and focus of what the Authority does, we will try to make the changes you need.

We will make every effort to render a decision within thirty (30) business days. We will let you know if we need more information or verification from you or if we would like to discuss other ways of meeting your needs.

If we turn down your request, we will explain our decision, and you may give us additional information.

Please advise us if you need help in using the form, or if you wish to receive this Request Form in an alternative format to meet your communication needs.

NEW SMYRNA BEACH HOUSING AUTHORITY

Request for a Reasonable Accommodation Form

The following member of my household has a disability:

Please provide this reasonable accommodation (specify accommodation(s)):

I need this reasonable accommodation because:

Name: _____

Address: _____

Telephone: _____

Date: _____

NEW SMYRNA BEACH HOUSING AUTHORITY

Request for Information or Verification

New Smyrna Beach Housing Authority
1101 South Dixie Highway
New Smyrna Beach, Florida 32170

Date: _____

To: _____

Dear Applicant or Resident:

We have received your Request for a Reasonable Accommodation. In order to decide how to address your request, we need further information about [issue, simply & clearly stated].

Requested information is needed to know more because [reason, simple & clearly stated].

You can give us more information by [acceptable methods of verification]. If these methods are not suitable for you, other ways of providing the information may also be acceptable.

A decision will not be made until we have received this new information.

If you think you have given us this information or you think that we should not make this request, or have any additional questions, please give us a call at (386) 428-8171.

Thank you,

[name/title]

NEW SMYRNA BEACH HOUSING AUTHORITY

Letter Denying Request for Reasonable Accommodations

New Smyrna Beach Housing Authority
1101 South Dixie Highway
New Smyrna Beach, Florida 32170

Date: _____

To: _____

Dear Applicant or Resident:

You requested the following change or accommodation [describe request]. We have attached a copy of your request form. Your request has been denied due to the following:

- You do not meet the definition of an individual with handicaps and we are not required to provide a reasonable accommodation.
- You do not need this accommodation in order to enjoy or participate equally in our housing.
- It will create undue financial and administrative burdens for the Authority.
- It will change the fundamental nature of our program.

Decision was based on [give reasons in clear & simple language].

The Authority relied on these facts to deny you request [give facts in clear & simple language].

To make this decision we [tell what documents or records were reviewed, tell which people we spoke with, describe other aspects of the investigation process].

If you disagree with our decision, you may contact the Fair Housing and Equal Opportunity (FH&EO) Office at (904) 232-1777. The FH&EO Office is located at 301 West Bay Street, Suite 2200, Jacksonville, Florida 32202. You may also contact the following agencies:

[signature & closing
name/title]

NEW SMYRNA BEACH HOUSING AUTHORITY

Letter Approving Request for a Reasonable Accommodation

New Smyrna Beach Housing Authority
1101 South Dixie Highway
New Smyrna Beach, Florida 32170

Date: _____

To: _____

Dear Applicant or Resident:

We have approved your request for the following change or reasonable accommodation [description].

- We can provide you with this accommodation by [date].
- To make the change you requested, we must have three bids and then arrange installation. This is why we are not able to provide you with the accommodation immediately.
- [other reason for delay]

If you think this change or reasonable accommodation is not what you requested, if it is not acceptable, or if you object to the amount of time it will take to provide it, you may contact the Fair Housing and Equal Opportunity (FH&EO) office at (904) 232-1777. The FH&EO Office is located at 301 West Bay Street, Suite 2200, Jacksonville, Florida 32202. You may also contact the following agencies:

Please give us a call at (386) 428-8171 if you have any questions.

Thank you,

[signature/title]

NEW SMYRNA BEACH HOUSING AUTHORITY

Request for a Meeting

New Smyrna Beach Housing Authority
1101 South Dixie Highway
New Smyrna Beach, Florida 32170

Date: _____

To: _____

Dear Applicant or Resident:

We have received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to assist you with the meeting.

We would like to meet [date, time, place]. If you are not able to come at that time, please give us a call at (386) 427-8171.

During this meeting we will discuss [describe issue simply & clearly].

Please come ready to talk to us about the changes you requested. Please bring copies of any information that you would like to give us.

We look forward to meeting with you.

[signature/title]

APPENDIX D

PET POLICY

NEW SMYRNA BEACH HOUSING AUTHORITY
Pet Policy

1. Policy Overview

In compliance with Section 227 of Title II of the Housing and Urban-Rural Recovery Act of 1983, and with 24 CFR Parts 5, 243, 842, and 942, Final Rule, the Housing Authority will permit residents of housing projects built exclusively for occupancy by the elderly and persons with disabilities, to own and keep common household pets in their apartment. Additionally, in compliance with the 1998 Quality Housing and Responsibility Act, family residents shall also be permitted to own and keep common household pets in accordance with the provisions of this policy. This policy sets forth the conditions and guidelines under which pets will be permitted.

These pet policies are intended generally to establish reasonable rules authorizing and governing the keeping of common household pets in public housing, and also have several specific purposes. Amongst the most important is notice to resident pet owners that these policies are incorporated by reference into the dwelling leases, and that in signing a lease with the Authority, a resident pet owner is obligated, as a condition of that lease, to control the behavior of his or her pets. The resident pet owner must prevent those pets from becoming a nuisance or from otherwise interfering with the peaceful enjoyment of Authority premises by other tenants, or with the conduct by third parties of official Authority business. Compliance with these policies is a condition of continued occupancy in public housing.

Another important purpose of these policies is to inform resident pet owners that under no circumstances will animals or pets of any kind, other than service animals defined under state or federal law, be permitted on Authority premises without prior written approval of the Authority.

A third important purpose of these policies is to ensure that no applicant or resident is discriminated against unlawfully regarding admission or continued occupancy because of the ownership of pets. Those pets, however, must at all times be kept in conformity with these rules.

Violation of this policy is a serious violation of the lease and the Authority has a zero tolerance for such violations. Any violation of this policy can result in termination of tenancy.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist, support, or provide service to them pursuant to applicable federal and state law. These animals are covered by the Assistance Animal Policy. As part of the registration and approval process, the disabled pet owner may be required to document the qualification of an animal under such statutes that apply that may include, but are not limited to: Federal Fair Housing Act 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973, and any applicable state laws.

2. Eligible Pets

A Family is allowed, by request and with the permission of the Authority, to keep "common household pets" in its unit. No other animals, except service animals as set forth elsewhere in the Assistance Animal Policy, will be approved by the Authority, or are permitted to be kept on Authority premises.

Common household pets are cats, dogs, birds, turtles and fish. Certain dog breeds that have a reputation for being potentially dangerous are not permitted under any circumstances including, but not limited to, Doberman Pinchers, Rottweilers, Pit Bulls, or Chow Chows. This restriction applies to mixed breeds as well. No other animals are allowed in public housing units. This prohibition includes, but is not limited to, rodents (including guinea pigs, hamsters and gerbils), snakes, iguanas, other reptiles (except for turtles) tarantulas, and other farm animals, such as pigs, chickens, rabbits, and "exotic animals".

Exotic animals include, but are not limited to, the following:

- a. All non-human primates;
- b. All wild cats of the family Felidae and their hybrid, except for the domestic cat *Felis catus*;
- c. All wild carnivores of the family Canidae and their hybrid, except for the domestic dog; venomous reptiles and amphibians; and
- d. All reticulated pythons, Burmese pythons and snakes, which may reach ten feet or more in length; and all members of alligator, crocodile and camel.

3. Number of Pets

Families residing in public housing are permitted to have one dog or one cat plus one additional common household pet as defined above. Birds are limited to a total of two and are required to be caged. The number of fish is not limited, however, the maximum permitted tank size is 20 gallons.

4. Pet Registration and Management Approval

Registration: All dogs and cats must be registered by the pet owner with the Authority before they are brought onto Authority common areas or buildings, including rental units. The registration shall include:

- a. A complete description of the pet, including breed, age, color, height and weight.
- b. One (1) color photo of the pet, not less than 3" x 3" in size.
- c. A certificate signed by a licensed veterinarian stating that the pet has been neutered or spayed. Dogs and cats are to be spayed or neutered and documentation to be provided at the time the animal is registered or if a young animal, at the time the operation occurs.
- d. The name, address and phone number of at least two persons who have consented to be responsible for the pet in any circumstance where the resident pet owner is unable to care for the pet.
- e. A signed statement by the pet owner that he or she has read the pet rules and agrees to comply with the pet policy as a condition of his or her lease.
- f. Payment of an additional refundable deposit of and a non-refundable pet fee as described below in this policy.
- g. Documentation that the animal is registered with and licensed by the City of New Smyrna Beach. This license must be kept current at all times.

Spaying and Neutering: All dogs and cats must be spayed or neutered immediately following obtaining appropriate age. If an animal is too young for the procedure at the time it is initially registered with the Authority, the resident pet owner have that procedure performed as soon as the

animal reaches the appropriate age, and provide documentation of that spaying or neutering to the Authority.

Renewal of Registration: The Authority will re-authorize a pet(s) on a year-by-year basis at the time of the annual rent reexamination, provided that the resident pet owner has and is in compliance with the provisions of these policies.

5. Refusal to register pets

The Authority may decline to register a pet for any of the reasons set forth below. If the Authority refuses to register a pet, notification will be provided to the tenant who requested registration. The notice will state the basis for the rejection, as size, disposition, etc., and will be served in accordance with Authority notice requirements.

The Authority will refuse to register a pet if:

- a. The pet is not a common household pet as defined in this policy;
- b. Keeping the pet would violate any of these Pet Policies;
- c. The pet owner fails to provide complete pet registration information, or fails to update the registration annually; or
- d. The Authority reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease. This may be evidenced by prior violation of this pet policy.

6. Liability Insurance Coverage

All residents with a dog or a cat must provide proof of general liability insurance. The Authority shall be named as an additional insured under the general liability policy. Tenant agrees that tenant shall indemnify and save harmless and defend the Authority from all suits based on personal injury, bodily injury (including death), or property damage (including destruction) received or claims, damages, and expenses of any kind arising from or in connection with tenant's pet.

7. Standards for Pets

Inspection of New Pets: Prior to introducing a pet into the residence, the resident must arrange for an inspection of the pet with Authority staff. The result of the inspection will be one of the following decisions:

- a. The pet is approved;
- b. The pet is disapproved; or
- c. The pet is conditionally approved, in which case the Authority may prescribe certain actions, which must be taken to gain full approval.

Other Guidelines:

- a. Dangerous Animals: No animal or pet that is determined in the reasonable discretion of the Authority to be dangerous will be allowed. Dangerous pets or animals include, but are not limited to:
 - i. Any animal that appears to Authority to be vicious or intimidating;
 - ii. Any animal, which attacks a human being or another animal;
 - iii. Any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury to, or to otherwise endanger the safety of humans or other domestic animals;
 - iv. Any dog breed specifically excluded by breed as listed in section 2 above.

b. Rules applicable to different types of animals:

Dogs and cats:

- i. Adult pets shall not be over 16 inches in height at the shoulder.
- ii. Adult pets shall not weigh more than 20 pounds.
- iii. Must be neutered or spayed, have all inoculations, and licenses required by applicable law and ordinances as they now exist or are hereafter amended, and be house broken.
- iv. Are expected to be indoor pets. Owners of cats must keep their cats primarily in-doors. When cats are taken outside they must be under the care of the pet owner or another responsible person, and the cat must be leashed or in a cat carrier. Dogs are not allowed outside the unit unless the owner or other responsible person is present to ensure that the dog's behavior does not create a nuisance for neighbors. A dog taken outside the owner's unit must be on a leash. The person responsible for a pet while on a leash must be prepared to and must immediately remove any waste deposited by the dog or cat immediately.
- v. Pet licenses must be visible at all times.

Birds:

- i. The Housing Authority does not limit the number of birds a resident may keep. However, the owner is responsible for keeping the birds within the unit, in a cage and in a safe and sanitary manner. Birds may not be fed, exercised or otherwise cared for outside of the dwelling unit.
- ii. Birds of prey may not be kept as pets.
- iii. Racing and Carrier birds cannot be released on Authority property.

Fish:

- i. The maximum aquarium size is 20 gallons.
- ii. If more than one aquarium is maintained the cumulative holding capacity of the aquariums may not exceed 20 gallons. No animal or pet may be kept in violation of human or health laws or any relevant state or local ordinance.

8. Pets Temporarily on the Premises

Guest pets: "Guest" pets are not allowed. Thus residents may not permit visitors to bring pets with them, even for brief periods. Nor may a resident provide even temporary care or shelter to a pet that is not owned by and registered with Authority to a member of his or her tenant family. This rule does not apply, however, to pets present pursuant to a visiting pet program, or that were previously owned by a resident in the tenant family, and which are registered as set forth in the paragraph below.

Visiting Pet Programs and Previously Owned Pets: Visiting pet programs are programs that serve "shut-ins", and which are sponsored by a humane society or other non-profit organization and approved by Authority. A resident who wishes to participate in the program must obtain permission from the Authority in advance of that participation. Previously owned pets may visit tenant

families, provided that an adult resident in the tenant family registers the pet for a temporary visit in advance of that visit. In addition, residents of tenant families must comply with all other applicable provisions of the Pet Policy.

9. Pets in Common Areas

Pets are not allowed in Authority common areas or buildings, other than the tenant's residence, except for ingress and egress to the tenant's residence, or to Authority buildings when the presence of the pet is necessary to the conduct of specific and legitimate business. Pets brought into Authority common areas (including site grounds) or buildings must be in carriers or leashed at all times.

- a. Authority "common areas" include all Authority owned or managed property adjacent to Authority buildings that is not otherwise assigned to particular tenants under a dwelling lease and is otherwise open to the public.
- b. Authority "buildings" include all buildings owned or managed by the Authority, other than the pet owner's leased premises, and all areas adjacent to those buildings that are owned by Authority but that are not open to the public.
- c. Pets shall be leashed or in a carrier at all times when anywhere outside the pet owner's unit.
- d. Pet owners may take their pets for a walk using city sidewalks, but must comply with city ordinances mandating the use of leashes and waste removal devices.

10. Additional Fees and Deposits For Pets

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on Authority premises, including the cost of repairs and replacement in the unit or other Authority buildings or common areas. The resident pet owner is also responsible for the cost of animal care facilities if needed. These charges are due and payable within thirty days of written notice from the Authority.

Required Pet Deposit: Each dog or cat owner shall pay a separate and refundable pet deposit of \$200.00. This deposit is payable in full at the time the unit is rented or before the pet(s) are brought to the premises of the dwelling unit. The Authority may at its discretion allow payment in up to three installments. This refundable deposit is for the purpose of defraying all reasonable costs directly attributable to the presence of a pet(s) in the unit. Damages to the unit and external premises and related to the presence of pets will include but are not limited to:

- a. costs incurred in restoring any damaged landscaping;
- b. costs for deodorizing the premises; and
- c. costs incurred in replacing any part of the interior premises due to scratches or marks made by biting or chewing or due to any other behavior of the pet.
- d. Retention, charges against, and refunds of the deposit will be in accordance with the policies governing regular security deposits defined in the Admissions and Continued Occupancy Policy.

Non-Refundable Pet Fee: The Authority will charge a non-refundable fee of \$100.00 for cats, dogs, and birds, which is payable in full at the time the unit is rented and/or before the pet(s) is (are) brought to the unit premises. This fee will be used to cover the reasonable operating costs to the development related to the presence of pets.

The additional deposit for dog and cat owners and the non-refundable pet fee are not a part of rent payable by the resident.

11. Alterations to Unit

Pet owners shall not alter their units, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited. Storage units cannot be used for animal containment or bird enclosures.

12. Pet Waste Removal and Cleanliness Requirements

Each pet owner shall keep their unit and all common areas, inside and outside, clean and free of pet odors, insect infestations, pet feces, urine and litter. All animal feces are to be picked up and disposed of. Animal waste must be double wrapped in plastic and disposed of with garbage. Note: cat litter, even cat litter described as safe for toilet disposal and plastic or heavy paper used to transport animal feces must not be flushed down the toilet.

Litter Box Requirements: All animal waste or the litter from litter boxes shall be picked up and emptied every day by the pet owner. Litter boxes shall be stored inside the resident's dwelling unit.

Compliance with City Codes and Ordinances: Any local code or ordinance pertaining to animals must be complied with and are hereby incorporated by reference in these policies. Residents must, therefore, comply with the codes and ordinances regarding animals in order to comply with this policy. This includes any ordinances related to the removal and disposal of pet waste.

Removal of Waste: Resident pet owners are responsible for the removal of pet waste from their yard or their pet's waste from any area by immediately placing the feces in a sealed plastic bag and disposing of it in an outside trash bin. The Authority will not tolerate the accumulation of animal feces in any areas wherein animals are kept. Pet owners must remove or dispose of feces immediately.

Waste Removal Fee: The Authority will assess a separate pet waste removal charge of \$25.00 per occurrence against the resident for violations of this rule clause. Pet waste removal charge is not part of rent payable by the resident.

The resident pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Pets are to be fed inside the unit. Feeding is not allowed on porches, sidewalks, patios or other outside areas. Residents are responsible for the removal of food and water when periodic pest control is performed by the Authority.

13. Noise

Pet owners must control the noise of pets so that they do not interfere with or disturb other residents of Authority personnel, or otherwise constitute a nuisance to other residents. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, meowing, chirping or other similar activities.

14. Pet Care

Pets may not be left unattended for more than twenty-four hours. The Authority may remove any pet left unattended in violation of this policy. Each pet owner shall be fully responsible for the care

of his or her pet. Pets must be maintained in a manner that prevents any damage to the owner's unit, common areas or to building grounds or any Authority property.

Each pet owner shall maintain his/her pet so that the animal is healthy and not a nuisance to other residents in the building or neighborhood by reason of noise, unpleasant odors, or other objectionable behavior. Pet owners are obligated by this policy to treat animals under their care in a humane, safe and sanitary manner consistent with this policy and local ordinances. Any pet owner who mistreats a pet, fails to adequately feed, exercise, groom and provide needed medical attention for a sick or injured animal, or confines or otherwise restrains an animal in a way detrimental to their well being violates the terms of this agreement.

15. Inspections

The Authority may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

16. Authority Staff Access to Pet Occupied Units

Pet owners are required to notify Authority employees prior to their entry into the pet owners' unit, of the presence of a pet in that unit. Pet owners must also properly restrain the animal during the presence of Authority personnel. Pet owners requesting maintenance service must state in their work order request that a pet is present and the animal that resides in the unit.

Authority employees entering or leaving the pet owner's unit or premises are not responsible for securing or restraining the animal to keep it from leaving the unit. Containment of the pet is at all times the responsibility of the resident pet owner.

17. Nuisance or Threat to Health or Safety

Nothing in this policy shall prohibit the Authority from requiring the removal of any pet from a unit if the pet's conduct or condition is duly determined to constitute a nuisance or threat to the health or safety of other tenants. Nuisance behavior shall include, but not be limited to noise, unpleasant odors or other objectionable behavior.

In the event a resident cannot care for his or her pet due to an illness, absence, or death, and persons authorized by the resident to care for the pet(s) cannot be found within twenty-four hours, the resident hereby gives permission for the pet to be released to the Humane Society/Animal Control, in accordance with Humane Society procedures. In no case shall the Authority incur any costs or liability for the care of a pet placed in the care of another individual or agency under this procedure.

The Authority will take all necessary steps to insure that pets that are or become vicious; display symptoms of severe illness; or demonstrate behavior that constitutes an immediate threat to the health or safety of others; are referred to the appropriate state or local entity authorized to remove such animals.

18. Pet Rule Violation Procedures

If the Authority determines on the basis of objective facts that a tenant or a member of the tenant's family has violated a pet rule, the Authority shall serve a notice of violation to the tenant. Violation of these pet rules shall constitute material violations of the tenant's lease and shall be handled

accordingly. This includes the tenant's right to a hearing under the Authority Grievance Procedure as provided for elsewhere in the Admissions and Continued Occupancy Policy.

19. Lease Provisions

Failure to comply with the rules and terms of the Pet Policy constitutes material non-compliance with the provisions of the lease. The Authority's determination that the pet is a threat to health and safety shall not, in itself, be grounds for termination of the lease; however, failure to remove a pet judged by the Authority to be a nuisance or a threat to health and safety constitutes grounds for lease termination and eviction.

20. Exemption

The Authority may at its sole discretion, grant an exemption to any requirement of this Pet Policy.

**NEW SMYRNA BEACH HOUSING AUTHORITY
Pet Registration Form**

Call Name: _____

Inoculations (Type): _____

Date: _____

Veterinarian Certification: _____

Date: _____

Names of other persons who will care for the animal(s) if resident is unable to do so:

Name: _____

Address: _____

City/State/Zip: _____

Phone: Day: _____ Night: _____

Name: _____

Address: _____

City/State/Zip: _____

Phone: Day: _____ Night: _____

In the event an animal(s) is left unattended for a period of twenty-four (24) hours or the person(s) listed above cannot care for the animal(s), and if no other person can be found to care for the animal(s), the tenant hereby gives permission for the Housing Authority, or their designee, to

enter the unit and release the animal(s) to the Humane Society/Animal Control, in accordance with their procedures, and the tenant releases and holds harmless the Housing Authority of all responsibility for any animal(s) so removed. The tenant further agrees that he or she will be liable for any costs, which may be associated with the temporary housing and feeding of the animal(s).

I have read the Housing Authority's Pet Policy and understand its provisions. I agree to abide by these provisions fully and understand that permission to keep an animal will be revoked if I fail to do so. I have received a copy of the Policy. Violation of this Policy is a serious violation of the lease and any violation of this Policy can result in termination of tenancy.

Tenant Signature

Date

APPENDIX E

ASSISTANCE ANIMAL POLICY

NEW SMYRNA BEACH HOUSING AUTHORITY
Assistance Animal Policy

1. Policy Overview

In compliance with Section 504 of the Rehabilitation Act of 1973, the Housing Authority will permit residents of housing projects to own and maintain assistance animals.

Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Assistance animals—often referred to as “service animals,” “assistance animals,” “support animals,” or “therapy animals”—perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to those who have a disability-related need for such support.

Violation of this policy is a serious violation of the lease and the Authority has a zero tolerance for such violations. Any violation of this policy can result in termination of tenancy.

2. Verification of Need for Assistance Animal

The need for an assistance animal must be verified. The applicant or tenant must sign a release of information form to discuss their request with a person(s) that he or she has designated. Third party verification will be obtained from an appropriate person(s) who is knowledgeable about the applicant/tenant's disability. The Authority staff may discuss the request or the response with the applicant/tenant prior to making a determination. The Authority staff will evaluate the request and the third party response to determine if the request should be accepted or denied.

3. Assistance Animal Registration and Management Approval

All assistance animals must be registered by the tenant with the Authority before they are brought onto Authority common areas or buildings, including rental units. The registration shall include:

- a. A complete description of the assistance animal, including breed, age, color, height and weight.
- b. One (1) color photo of the assistance animal, not less than 3" x 3" in size.
- c. The name, address and phone number of at least two persons who have consented to be responsible for the assistance animal in any circumstance where the resident assistance animal owner is unable to care for the assistance animal.
- d. A signed statement by the assistance animal owner that he or she has read the Assistance Animal Policy and agrees to comply with the policy as a condition of his or her lease.
- e. Documentation that the animal is registered with and licensed by the City of New Smyrna Beach. This license must be kept current at all times.

4. Refusal to Register Assistance Animals

The Authority may decline to register an assistance animal for any of the reasons set forth below. If the Authority refuses to register an assistance animal, notification will be provided to the tenant who requested registration. The notice will state the basis for the rejection, as size, disposition, etc., and will be served in accordance with Authority notice requirements.

The Authority will refuse to register an assistance animal if:

- a. Keeping the assistance animal would violate any of these Assistance Animal Policies;
- b. The assistance animal owner fails to provide complete assistance animal registration information, or fails to update the registration annually; or
- c. The Authority reasonably determines that the assistance animal owner is unable to keep the assistance animal in compliance with the Assistance Animal Policy and other lease obligations. The assistance animal's temperament and behavior may be considered as a factor in determining the assistance animal owner's ability to comply with provisions of the lease.

5. Alterations to Unit

Assistance animal owners shall not alter their units, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited. Storage units cannot be used for animal containment or bird enclosures.

6. Assistance Animal Waste Removal and Cleanliness Requirements

Each assistance animal owner shall keep their unit and all common areas, inside and outside, clean and free of odors, insect infestations, feces, urine and litter. All animal feces are to be picked up and disposed of. Animal waste must be double wrapped in plastic and disposed of with garbage. Note: cat litter, even cat litter described as safe for toilet disposal and plastic or heavy paper used to transport animal feces must not be flushed down the toilet.

Litter Box Requirements: All animal waste or the litter from litter boxes shall be picked up and emptied every day by the assistance animal owner. Litter boxes shall be stored inside the resident's dwelling unit.

Compliance with City Codes and Ordinances: Any local code or ordinance pertaining to animals must be complied with and are hereby incorporated by reference in these policies. Residents must, therefore, comply with the codes and ordinances regarding animals in order to comply with this policy. This includes any ordinances related to the removal and disposal of assistance animal waste.

Removal of Waste: Resident assistance animal owners are responsible for the removal of assistance animal waste from their yard or their assistance animal's waste from any area by immediately placing the feces in a sealed plastic bag and disposing of it in an outside trash bin. The Authority will not tolerate the accumulation of animal feces in any areas wherein animals are kept. Assistance animal owners must remove or dispose of feces immediately.

The resident assistance animal owner shall take adequate precautions to eliminate any odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Assistance animals are to be fed inside the unit. Feeding is not allowed on porches, sidewalks, patios or other outside areas. Residents are responsible for the removal of food and water when periodic pest control is performed by the Authority.

7. Noise

Assistance animal owners must control the noise of assistance animals so that they do not interfere with or disturb other residents of Authority personnel, or otherwise constitute a nuisance to other residents. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, meowing, chirping or other similar activities.

8. Assistance Animal Care

Assistance animals may not be left unattended for more than twenty-four hours. The Authority may remove any assistance animal left unattended in violation of this policy. Each assistance animal owner shall be fully responsible for the care of his or her assistance animal. Assistance animals must be maintained in a manner that prevents any damage to the owner's unit, common areas or to building grounds or any Authority property.

Each assistance animal owner shall maintain his/her assistance animal so that the animal is healthy and not a nuisance to other residents in the building or neighborhood by reason of noise, unpleasant odors, or other objectionable behavior. Assistance animal owners are obligated by this policy to treat animals under their care in a humane, safe and sanitary manner consistent with this policy and local ordinances. Any assistance animal owner who mistreats an assistance animal, fails to adequately feed, exercise, groom and provide needed medical attention for a sick or injured animal, or confines or otherwise restrains an animal in a way detrimental to their well being violates the terms of this agreement.

9. Inspections

The Authority may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

10. Authority Staff Access to Assistance Animal Occupied Units

Assistance animal owners are required to notify Authority employees prior to their entry into the assistance animal owners' unit, of the presence of an assistance animal in that unit. Assistance animal owners must also properly restrain the animal during the presence of Authority personnel. Assistance animal owners requesting maintenance service must state in their work order request that an assistance animal is present and the animal that resides in the unit.

Authority employees entering or leaving the assistance animal owner's unit or premises are not responsible for securing or restraining the animal to keep it from leaving the unit. Containment of the assistance animal is at all times the responsibility of the resident assistance animal owner.

11. Nuisance or Threat to Health or Safety

Nothing in this policy shall prohibit the Authority from requiring the removal of any assistance animal from a unit if the assistance animal's conduct or condition is duly determined to constitute a

nuisance or threat to the health or safety of other tenants. Nuisance behavior shall include, but not be limited to noise, unpleasant odors or other objectionable behavior.

In the event a resident cannot care for his or her assistance animal due to an illness, absence, or death, and persons authorized by the resident to care for the assistance animal(s) cannot be found within twenty-four hours, the resident hereby gives permission for the assistance animal to be released to the Humane Society/Animal Control, in accordance with Humane Society procedures. In no case shall the Authority incur any costs or liability for the care of an assistance animal placed in the care of another individual or agency under this procedure.

The Authority will take all necessary steps to insure that assistance animals that are or become vicious; display symptoms of severe illness; or demonstrate behavior that constitutes an immediate threat to the health or safety of others; are referred to the appropriate state or local entity authorized to remove such animals.

12. Assistance Animal Rule Violation Procedures

If the Authority determines on the basis of objective facts that a tenant or a member of the tenant's family has violated an assistance animal rule, the Authority shall serve a notice of violation to the tenant. Violation of this Assistance Animal Policy shall constitute material violations of the tenant's lease and shall be handled accordingly. This includes the tenant's right to a hearing under the Authority Grievance Procedure as provided for elsewhere in the Admissions and Continued Occupancy Policy.

13. Lease Provisions

Failure to comply with the rules and terms of the Assistance Animal Policy constitutes material non-compliance with the provisions of the lease. The Authority's determination that the assistance animal is a threat to health and safety shall not, in itself, be grounds for termination of the lease; however, failure to remove an assistance animal judged by the Authority to be a nuisance or a threat to health and safety constitutes grounds for lease termination and eviction.

14. Exemption

The Authority may at its sole discretion, grant an exemption to any requirement of this Assistance Animal Policy.

NEW SMYRNA BEACH HOUSING AUTHORITY
Assistance Animal Registration Form

Call Name: _____

Inoculations (Type): _____

Date: _____

Veterinarian Certification: _____

Date: _____

Names of other persons who will care for the animal(s) if resident is unable to do so:

Name: _____

Address: _____

City/State/Zip: _____

Phone: Day: _____ Night: _____

Name: _____

Address: _____

City/State/Zip: _____

Phone: Day: _____ Night: _____

In the event an animal(s) is left unattended for a period of twenty-four (24) hours or the person(s) listed above cannot care for the animal(s), and if no other person can be found to care for the animal(s), the tenant hereby gives permission for the Housing Authority, or their designee, to

enter the unit and release the animal(s) to the Humane Society/Animal Control, in accordance with their procedures, and the tenant releases and holds harmless the Housing Authority of all responsibility for any animal(s) so removed. The tenant further agrees that he or she will be liable for any costs, which may be associated with the temporary housing and feeding of the animal(s).

I have read the Housing Authority's Assistance Animal Policy and understand its provisions. I agree to abide by these provisions fully and understand that permission to keep an animal will be revoked if I fail to do so. I have received a copy of the Policy. Violation of this Policy is a serious violation of the lease and any violation of this Policy can result in termination of tenancy.

Tenant Signature

Date

APPENDIX F

VICTIMS OF DOMESTIC VIOLENCE POLICY

NEW SMYRNA BEACH HOUSING AUTHORITY
Victims of Domestic Violence Policy

1. Background

The Violence Against Women and the Department of Justice Reauthorization Act of 2005 (VAWA) prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8 assisted housing if the grounds for eviction or removal of assistance is an instance of domestic violence, dating violence, or stalking. This policy is intended as a guide for the Housing Authority to use in day-to-day operations when working with tenants who are victims of domestic violence.

2. Admissions

The Housing Authority shall not deny admission to any applicant on basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

3. Termination

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of a 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.

Although screening and eviction policies allow the Housing Authority to evict households for criminal activity by a member of the family or a guest that threatens the health, safety, or right to peaceful enjoyment of other residents, the Housing Authority may exercise discretionary authority to remove tenants involved in perpetrating acts of domestic violence, dating violence, and stalking from the household while allowing the victim of such acts to remain in the unit.

The Housing Authority will, when notified, honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution of possession of property among the household members in cases where a family breaks up. Furthermore, the Housing Authority may still evict a Tenant for any violation of the lease not premised on the act or acts of violence in question against a Tenant or a member of the Tenant's household, provided that the Housing Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

The Housing Authority may terminate the tenancy of any Tenant if an actual and eminent threat to other tenants or those employed at or providing service to the property if that Tenant's tenancy is not terminated can be demonstrated.

This Policy does not supersede any provision of any federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

4. Certification

The Housing Authority may request that an individual claiming protection under VAWA certify via an approved certification form that such individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the aforementioned paragraphs. The certification shall include the name of the perpetrator. The individual shall provide such certification within fourteen (14) business days after the Housing Authority requests such certification.

If the individual does not provide the certification within fourteen (14) business days after the Housing Authority has requested such certification in writing, the Housing Authority may evict any tenant or lawful occupant that commits violations of the lease. The Housing Authority may extend the fourteen (14) day deadline at its discretion.

The certification requirement may be satisfied by providing the Housing Authority with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or by producing a Federal, State, tribal, territorial, or local police or court record.

The Housing Authority reserves the right to demand that an individual produce official documentation or physical proof of the individual status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits under VAWA. At the Housing Authority's discretion, it may provide for benefits to an individual based solely on the individual statement or other collaborating evidence.

5. Confidentiality

All information provided to the Housing Authority pursuant to VAWA, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, will be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or required for use in an eviction proceeding or otherwise required by applicable law.

6. Definitions

For purposes of this policy, the following definitions apply:

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

Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to

a spouse of the victim under the domestic or family laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Stalking: To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person. The term "immediate family member" means, with respect to a person--

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

APPENDIX G

ZERO TOLERANCE POLICY

NEW SMYRNA BEACH HOUSING AUTHORITY
Zero Tolerance Policy

1. Goal

The goal of the Zero Tolerance Policy is to ensure the safety and well being of families and individuals who live in public housing.

The “one strike” policy applies to residents of the Housing Authority of the City of New Smyrna Beach. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense.

The Housing Authority is committed to the provisions of this policy and it shall be strictly enforced.

By aggressively removing criminals from the Authority’s public housing developments, the One Strike policy shall:

- a. free public housing residents from daily threats to their personal and family safety;
- b. build public housing communities that are safer and drug-free;
- c. support parents in their efforts to instill positive values in their families;
- d. create a positive environment for residents of all ages, where people can live, learn, and grow to be productive and responsible citizens;
- e. set an example for the greater community.

2. Guiding Principles of the Zero Tolerance Policy

The Housing Authority Zero Tolerance Policy was developed based on the following principles:

- a. All individuals have the right to live in peace and be free from fear, intimidation, and abuse. The Housing Authority is committed to providing safe housing for all residents of the Authority
- b. Public and assisted housing should be awarded to responsible individuals. The Housing Authority shall give no preference to applicant families with a history of drug-related behavior and/or criminal activity.
- c. Applicants and current residents of public housing must be protected from discrimination and violation of their right to privacy. The Housing Authority shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. The Housing Authority shall not discriminate against any applicant or resident based on race, color, nationality, religion, sex, familial status, disability or membership in other groups or categories protected under such laws.

- d. Active community and governmental involvement in designing and implementing a One Strike policy is fundamental to its success. The Housing Authority shall work cooperatively with local government, law enforcement, residents, and the courts in enforcing the One Strike policy.

3. Screening and Admissions Policy

The Zero Tolerance Policy ensures that individuals who engage in illegal drug use or other criminal activities that endanger the well being of residents are prohibited from becoming residents of the Housing Authority. The Authority has adopted the following screening procedure to ensure the goals of this policy:

- a. Comprehensive background checks: The HA shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include:
 - i. reviewing police and court records;
 - ii. landlord references;
 - iii. background check with probation officers, parole officers, and local social service providers.
- b. Coordination with courts and local, state, and federal law enforcement agencies: The HA shall coordinate with courts and local, state, and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to the Authority for the purposes of screening, lease enforcement, and eviction. The Authority shall maintain a records management system to ensure that records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.
- c. Criteria for acceptance of application for residence: The Housing Authority shall consider applications for residence on a case-by-case basis; denial of acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. The following applicants shall be denied residence:
 - i. applicants who have been evicted from public housing within the past three years due to drug-related criminal activity, unless the applicant can show evidence of rehabilitation;
 - ii. persons illegally using controlled substances;
 - iii. persons who have exhibited a pattern of illegal use of controlled substances;
 - iv. any other criminal and/or drug-related activity that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

- d. Protect applicant's due process rights: The Housing Authority's Admissions and Continued Occupancy Plan (ACOP) shall be made available upon request and posted in the central office where applications are received.
 - i. In accordance with the Authority's ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.
 - ii. Per the Extension Act, should denial of occupancy be based on a criminal record, the Authority shall provide the applicant with a copy of the criminal record and the opportunity to dispute the accuracy and relevance of that record.
- e. Compliance with state and local laws: The Housing Authority is committed to protecting the rights of all applicants and residents. All policies and procedures, and revisions of policies and procedures, shall be reviewed for compliance with local and state landlord-resident law and any other applicable law by attorneys with experience in such law.

4. Enforcement by Eviction

In accordance with the current law and the Extension Act, the Housing Authority dwelling lease contains provisions that generally or specifically stipulate that:

- a. any activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- b. all drug related criminal activity occurring on or off the premises is cause for eviction;
- c. any person who the Authority determines is illegally using controlled substance shall be evicted; and/or,
- d. any person whose illegal use of a controlled substance is determined by the Authority to interfere with the rights of other residents shall be evicted.
- e. Under these required lease terms, tenancy shall be terminated with a seven (7) day notice without cure and the household evicted when the resident, any member of the resident's household, or guest, engages in the prohibited criminal activity.

The above stated terms for termination of tenancy and household eviction shall be enforced through the following actions:

- a. Lease: The Housing Authority Dwelling Lease contains stipulations regarding criminal activity that threatens the health, safety, or right to the peaceful enjoyment of the premises by other residents or employees including possession of weapons, drug-related criminal activity. Additional provisions that are incorporated through this policy include:

- i. residents, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug-related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug-related or criminal activity in violation of this term shall be treated as a serious violation of the material terms of the lease;
 - ii. under the Extension Act, alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, shall be grounds for eviction;
 - iii. the Housing Authority shall not tolerate violations of the lease terms regarding criminal activity; one such offense shall be grounds for eviction;
 - iv. criminal activity is cause for eviction even in the absence of conviction or arrest.
- b. Briefing on Terms of the Lease: All residents shall be briefed on the terms of the lease at the time of annual re-examination. New residents shall be briefed on the terms of the lease at the time of signing the initial lease.
 - c. Due Process Rights: The Housing Authority shall protect the resident's due process rights to the greatest extent possible:
 - i. Eviction procedure shall be processed through the applicable court system and shall not be handled through normal administrative grievance procedure.
 - ii. Residents shall be protected by state and local laws governing eviction procedure, barring preemption by federal law.

5. Nonresident Criminal Activity

The Housing Authority is committed to protecting against criminal activities committed by nonresidents and has adopted the following policy:

- a. The Authority shall post warnings in all HA public housing developments that violators shall be prosecuted to the fullest extent under the law.
- b. In accordance with the lease, residents shall be held responsible for guests', nonresidents, criminal behavior. Disruptive and/or criminal behavior of resident guests may be grounds for eviction of the entire household.
- c. In cases where the Authority and household settle an eviction case on the condition that the disruptive household member moves away from the Authority properties, the Authority/resident agreement shall provide that:
 - i. the individual thereafter shall be a trespasser on the Authority properties; and,

- ii. the household shall be subject to eviction if the individual returns to the HA properties.

APPENDIX H

TRESPASS WARNING POLICY

NEW SMYRNA BEACH HOUSING AUTHORITY
Trespass Warning Policy

In accordance with the Zero Tolerance Policy provided in the preceding appendix, the Authority will not tolerate certain activity in its developments that threatens the health, safety, or peaceful enjoyment by residents or employees and the Executive Director, or his or her designee, has the Authority to ban/bar individuals who have shown by their actions that they would be continue to be a threat. This banning or barring is in the form of a written notice from the Authority.

This policy applies to guests and nonresidents. All residents are covered under the Zero Tolerance Policy. Trespass warnings may be issued as a result of direct observance by Authority staff, a written policy report on file with local law enforcement, or similar substantiation. Examples of persons that may be issued a trespass warning include, but are not limited to, the following:

- Any person arrested on felony charges as printed in the local newspaper or as reported by any law enforcement agency.
- Any individual that is found loitering and cannot demonstrate that they are the guest of a current resident.
- Any person arrested on drug-related or criminal charges.
- Any person who damages the grounds, facilities, or dwelling units of the property.
- Any previously evicted resident, regardless of the reason for eviction.
- Any former resident who left the Authority with a past due balance on their account.

After notification, the offender will be immediately placed on the list of persons banned or barred from public housing property. Any violation of this ban will be immediately referred to Local Law Enforcement.

This ban shall remain in effect for a period of one (1) year unless discharged by the Executive Director or his or her designee prior to the end of the one year. If the person banned commits any action that warrants a trespass warning during the ban period, then the period will be for one (1) year from the date of the last documented incident.

APPENDIX I

SECURITY POLICY FOR CONFIDENTIAL DOCUMENTS AND DATA

NEW SMYRNA BEACH HOUSING AUTHORITY
Security Policy for Confidential Documents and Data

The New Smyrna Beach Housing Authority Security Policy is intended to provide administrative policies covering acquisition, utilization, maintenance and disposition of documents and data which may contain confidential income-related information about residents, applicants, employees and others engaged in business with the Authority.

In regard to residents and applicants, the data collected includes, but is not limited to: Tenant-supplied income data captured on Form HUD-50058 and maintained in the Authority computer data base and hard copy files for electronic submission to and storage in the Public Housing Information Center (PIC); Wage information from the State Wage Information Collection Agencies (SWICAs); Social Security and Supplemental Security Income from the Social Security Administration; User Profile information from the PIC database. Such data collected is used only to verify a tenant's eligibility for participation in an Authority housing program and to determine the level of assistance the tenant is entitled to receive. Any other use, unless approved by HUD, is specifically prohibited and may result in civil or criminal penalties on the responsible person or persons,

The procedures outlined in this document apply to all programs administered by the Authority and to all documents and data acquired and stored for use in these programs. Computerized media will be afforded the same levels of protection.

The purpose of this policy is to provide guidance to assure that the practices, controls and safeguards used by the Authority adequately protect the confidentiality of persons and entities doing business with the Authority and are in compliance with federal laws regarding the protection of this information. The Authority has established occupancy procedures for electronic acquisition of data and documents which involve the Federal Privacy Act, e.g., third-party income, medical and other documents.

The data and documents acquired by the Authority are handled, protected and stored to ensure that they are used for official purposes only and the information contained therein is not disclosed in any way that would violate the privacy of the individuals represented.

The Authority obtains a copy of Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, signed by each member of an assisted household age 18 years old or older at the time of admission and thereafter on an annual basis. By signing this form, the tenant authorizes HUD and the Authority to obtain and verify income and unemployment compensation information from various sources including current and former employers, State agencies and the Social Security Administration.

It is the responsibility of all Authority department supervisors to maintain appropriate levels of security for the data and documents under their control. These security levels must be approved by the Executive Director and must prevent unauthorized use of the information and protect the confidentiality of the information. Data security responsibilities include, but are not limited to:

- Maintaining and enforcing the security procedures with staff
- Keeping records and monitoring security issues

- Communicating security information and requirements to appropriate personnel, including coordinating and conducting security awareness training
- Conducting an annual review of all User ID's and access rights issued for access to PHA computer databases and EIV data to determine if the employee still has a valid need to access the electronic data, and taking the necessary steps to ensure that access rights are revoked or modified as appropriate; and
- Taking immediate action to address the impact of the breach including but not limited to prompt notification to appropriate authorities including the Director of the HUD Field Office
- Other safeguards as required

Access to EIV data is restricted only to persons whose duties or responsibilities require access. It is the responsibility of the Executive Director to determine which employees have access rights to EIV data. EIV data is collected only by employees engaged in verification of income and is maintained in secured files at all times.

Documents are kept in locked files and offices during non-working hours.

The Authority does not save EIV data to a computer hard drive or any other automated information system. EIV data is printed and placed in secured files for the sole purpose of income verification. All staff have computers equipped with screen savers and are instructed in appropriate computer security measures to avoid leaving confidential data displayed on their computer screens where unauthorized users may view it.

User accounts are established for the Authority computer systems on a need-to-know basis, with appropriate approval and authorization by the Executive Director. The level of access granted determines the functionalities, features, and amounts of data that the user can see. An Access Form is used to request additions, deletions, or modifications of user accounts for the HUD EIV system.

All Authority Employees who access the EIV system have a current signed User Agreement on file with their department supervisor. Users are responsible to maintain the security of their User Accounts.

The Authority conducts an annual file purge of documents that can be destroyed under the federal records retention guidelines. Documents identified for the annual purge are destroyed by means of on-site shredding conducted by a document disposal contractor and witnessed by Authority staff. A log of destroyed documents is maintained by each department identifying documents to be purged.

Security awareness training is conducted by department supervisors as part of all new employee training. Employees are made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.

Security violation may include the disclosure of private data as well as attempts to access unauthorized data, the sharing of User IDs and passwords, and allowing access to private documents and data to persons not authorized for such disclosure or access. Upon the discovery of a possible improper disclosure of information or another security violation by an Authority employee, the individual making the observation or receiving the information should contact the

Executive Director. All improper disclosures will be documented in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred.

The following contacts will be made:

- The supervisor receiving the report will contact and provide the Executive Director with the written documentation;
- The Executive Director will provide the Director of the HUD Field Office with written documentation; and
- The HUD Field Office Public Housing Director upon receipt of the written documentation will make a determination regarding the referral and the provision of the written documentation to the Headquarters EIV Coordinator and/or EIV Security Office for further review and follow-up action.

The Executive Director shall determine the appropriate personnel action for improper disclosure of confidential information and breaches of the Authority security policy based on the disciplinary actions outlined in the Personnel Policy.