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CITY OF FLAGSTAFF HOUSING  
AUTHORITY  
ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY  
PUBLIC HOUSING PROGRAM

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Effective October 17, 2020

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# 1 PROGRAM ADMINISTRATION

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## 1.1 FAIR HOUSING POLICY

The CFHA will comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and affirmatively further fair housing under the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

The CFHA will not deny any family or individual the equal opportunity to apply for and receive assistance in any of its programs on the basis of race, color, sex, religion, national or ethnic origin, familial status, disability, actual or perceived sexual orientation, gender identity or marital status.

To further the CFHA commitment to full compliance with applicable Civil Rights laws, the CFHA will provide Federal/ State/ local information to pre-applicants/applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the CFHA office and will be available upon request. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The CFHA will assist any family that believes they have suffered illegal discrimination by providing copies of the appropriate housing discrimination forms, assisting with form completion if requested, and providing the address of the nearest HUD Office of Fair Housing and Equal Opportunity. Affected applicants and participants may call the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777, or the Federal Information Relay Service at (800) 887-8339.

The CFHA does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The CFHA 504 Coordinator may be reached at 928-213-2753.

## 1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the CFHA housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability;

rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability.

Because disabilities are not always apparent, the CFHA will ensure that all applicants/ participants are aware of the opportunity to request reasonable accommodations.

The CFHA reasonable accommodation policy (Appendix 1) describes how people can request accommodations and the guidelines the CFHA will follow in determining whether it is reasonable to provide a requested accommodation, on a case-by-case basis.

### **1.3 LIMITED ENGLISH PROFICIENCY**

The CFHA will take reasonable steps to assist people with Limited English Proficiency (LEP) by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. The CFHA will balance these factors in deciding how to proceed:

1. The number or proportion of LEP persons served or likely to be encountered in the eligible service area;
2. The frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program; and
4. The resources available to the CFHA and costs.

Based on this required analysis, the CFHA may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above referenced Notice will be utilized.

The CFHA will endeavor to have bilingual staff or access to people who speak languages other than English, will make use of translation technology for unscheduled encounters to the extent possible, and will utilize multilingual “I speak” cards to the maximum degree possible.

### **1.4 FAMILY OUTREACH**

To develop a waiting list that is representative of our low-income community, including attracting individuals and families least likely to apply for the Public Housing Program, the CFHA will:

1. Publicize information about the availability of and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means;
2. Distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel;
3. Utilize public service announcements, when available.
4. Communicate the status of program availability, program eligibility factors and guidelines to community service providers so they can make proper referrals for the Public Housing Program;
5. Develop partnerships with community agencies who may assist potential applicants with internet or computer access and completion of the online application process, to the extent possible.

### **1.5 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to annually sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice, which states how family information will be released and includes the Federal Privacy Act Statement.

Applicant or participant information will not be released to outside parties, except as specified below, unless there is a signed authorization to release information to the outside party from the applicant or participant.

The CFHA's practices and procedures are designed to safeguard the privacy of applicants and program participants in compliance with PIH Notice 2015-16. All applicant and participant files are stored in a secure location that is accessible to authorized staff only. The CFHA educates its employees who have access to personally identifiable information and/or sensitive personally identifiable information to ensure this information is appropriately managed and disposed of.

### **1.6 POSTINGS**

The CFHA will post in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

1. How to access the Admissions and Continued Occupancy Policy (ACOP);
2. Notice of the status of the waiting list (opened or closed);
3. A list of developments by name, address, number of units, units designed with special accommodations, office hours, telephone numbers, TDD numbers, and resident facility hours of operation;

4. Income limits for admission;
5. Utility allowance schedule;
6. Current schedule of routine maintenance charges;
7. How to access the grievance procedure;
8. Fair Housing Poster;
9. Equal Opportunity in Employment Poster.;
10. Current CFHA notices; and
11. Latest Public Housing Assessment System (PHAS) score and designation.

### **1.7 INTELLECTUAL PROPERTY RIGHTS**

The CFHA will not utilize program receipts to indemnify contractors or subcontractors of the CFHA against costs associated with any judgment of infringement of intellectual property rights.

### **1.8 CORE VALUES AND ETHICAL STANDARDS**

All officers and employees of the CFHA will comply with the Code of Ethics of the City of Flagstaff and those mandated by the Public Housing Program.

### **1.9 CONFLICT OF INTEREST**

In accordance with 24 CFR 982.161, neither the CFHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the CFHA or for one year thereafter:

1. Any present or former member or officer of the CFHA (except a participant commissioner);
2. Any employee of the CFHA or any contractor, subcontractor or agent of the CFHA who formulates policy or who influences decisions with respect to the programs;
3. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the CFHA's programs; or
4. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the CFHA and HUD.

The Conflict of Interest prohibition under this section may be waived by the HUD Field Office upon the request of the CFHA for good cause.

### **1.10 ACCEPTANCE OF GIFTS**

No CFHA Commissioner or employee shall solicit any gift or consideration of any kind, nor shall any CFHA employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the CFHA.

### **1.11 DISCIPLINARY REMEDIES**

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the City of Flagstaff Human Resources Policy or as determined by action of the Board of Commissioners.

### **1.12 SUPPORT FOR ARMED FORCES**

Whenever the Federal Government activates residents who are Reserve and/or National Guard personnel, the CFHA will provide the following support:

1. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income;
2. The background check of the temporary guardian may occur after the temporary guardian moves into the assisted unit. If the results of the background check find the temporary guardian ineligible, the family will be given reasonable time to find a replacement temporary guardian.
3. Expediently reevaluate the family's portion of the rent if requested to do so;
4. Exercise reasonable restraint if the activated resident has trouble paying their rent; and
5. If all members of the family are temporarily absent from the unit, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

### **1.13 ANTI-FRAUD POLICY**

The CFHA is fully committed to combating fraud in its Public Housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the CFHA. It results in the inappropriate expenditure of public funds and/or a violation of public housing requirements. The two most common types of fraud are failure to fully report all sources of income and failure to accurately report who is residing in the residence. The CFHA will attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the CFHA will take one or more of the following actions:

1. Require the resident to immediately repay the amount in question;
2. Require the resident to enter into a satisfactory repayment agreement;
3. Terminate the resident's tenancy;
4. Refer the case for criminal prosecution; or
5. Take such other action as the CFHA deems appropriate.

#### **1.14 COOPERATING WITH WELFARE AGENCIES**

The CFHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

1. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
2. To provide written verification to the CFHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

#### **1.15 COOPERATING WITH LAW ENFORCEMENT AGENCIES**

The CFHA complies with information requests from Federal, State or local law enforcement officers made in the proper exercise of the law enforcement agency's official duties.

#### **1.16 SMOKE FREE PUBLIC HOUSING**

The use of prohibited tobacco products is banned in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy also extends to all outdoor areas on CFHA property up to 25 feet from the public housing and administrative office buildings.

## 2 ELIGIBILITY FOR ADMISSION, SUITABILITY FOR TENANCY, AND GROUNDS FOR DENIAL

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### 2.1 ELIGIBILITY FOR ADMISSION

To be eligible for admission to the public housing program, the family must have the legal capacity to enter a lease under State law and must meet eligibility and suitability screening criteria.

### 2.2 ELIGIBILITY CRITERIA

There are five eligibility requirements for admission to public housing:

1. Qualification as a family;
2. Income;
3. US Citizenship/Eligible immigration status of each individual (mixed immigration status families may be admitted if otherwise qualified-see Section 2.2.3);
4. Documentation of Social Security numbers of those contending eligible status (see Section 2.2.4); and
5. Signed consent forms.

#### 2.2.1 QUALIFICATION AS A FAMILY

For the purposes of the public housing program, a family is defined as:

1. A **family with or without children** is a group of people related by blood, marriage, adoption or affinity regardless of actual or perceived sexual orientation, gender identity, or marital status that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
  - c. Minors whose parents are not in the household can only be considered household members if custody or guardianship has been granted by a court of law or child welfare agency, or if the household has unconditional written permission from the natural parents of the minor for the minor to reside with the household.
2. An **elderly family** is:



- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age regardless of actual or perceived sexual orientation, gender identity, or marital status;
  - b. Two or more persons who are at least 62 years of age living together regardless of actual or perceived sexual orientation, gender identity, or marital status; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides regardless of actual or perceived sexual orientation, gender identity, or marital status.
3. A **near-elderly family** is:
- a. 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 regardless of actual or perceived sexual orientation, gender identity, or marital status;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together regardless of actual or perceived sexual orientation, gender identity, or marital status; or
  - c. 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 regardless of actual or perceived sexual orientation, gender identity, or marital status.
4. A **disabled family** is:
- a. A family whose head, spouse, or sole member is a person with disabilities regardless of actual or perceived sexual orientation, gender identity, or marital status;
  - b. Two or more persons with disabilities living together regardless of actual or perceived sexual orientation, gender identity, or marital status; or
  - c. One or more persons with disabilities living with one or more live-in aides regardless of actual or perceived sexual orientation, gender identity, or marital status.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family** regardless of actual or perceived sexual orientation, gender identity, or marital status.

7. A **single person** is a person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **2.2.2 INCOME**

1. The family's annual income cannot exceed 80 percent of the median income for the area (the low-income limit set by HUD).
2. Income limits apply only at admission and are not applicable for continued occupancy (except as described in Section 9.10).
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., Section 8 Housing Choice Voucher) or from a public housing program operated by another housing authority without meeting the income requirements of the CFHA.
4. If the CFHA acquires a property for federal public housing purposes, the families living in the property must have incomes within the low-income limit set by HUD to be eligible to remain as public housing residents.
5. Income limit restrictions do not apply to families transferring within the CFHA Public Housing Program.
6. The CFHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

### **2.2.3 US CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

1. At least one member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Mixed-families, where one or more members of the family is ineligible, may be eligible for prorated assistance.
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

### **2.2.4 SOCIAL SECURITY NUMBER DOCUMENTATION**

Prior to admission, every family member regardless of age must provide the CFHA with a complete and accurate Social Security Number unless the family member does not contend eligible immigration status.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. The verification process is described in detail in Section 6.

#### **2.2.5 SIGNED CONSENT FORMS**

1. Each member of the family who is at least 18 years of age, and each family head and spouse regardless of age (within ten (10) days after their 18<sup>th</sup> birthday), shall sign one or more consent forms that contain, at a minimum, the following:
  - a. A provision authorizing HUD and the CFHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the CFHA to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement allowing the CFHA permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
  - e. A statement that the authorization to release the information requested by the consent form expires fifteen (15) months after the date the consent form is signed.
2. Additional consent forms must be signed upon CFHA request:
  - a. Allowing the CFHA to obtain, and the source to release information concerning credit, criminal and rental history.
  - b. HIPAA compliant consent form allowing the CFHA to obtain, and the source to release information concerning medical expenses related to deductions or no deduction will be allowed.

#### **2.2.6 COLLEGE STUDENT ELIGIBILITY**

To be eligible for admission, the student must be of legal age or an emancipated minor under state law and must meet all other eligibility and suitability criteria.

#### **2.3 SUITABILITY FOR TENANCY**

In addition to screening for program eligibility, CFHA screens all applicants for suitability prior to residency. Otherwise eligible families will be denied admission if they fail to meet the

suitability criteria. The purposes of suitability screening are to determine, based on recent behavior, whether the applicant can reasonably be expected to comply with the public housing lease, and to ensure the family will not have a detrimental effect on the development environment, other tenants, CFHA employees, or people residing in the immediate vicinity of the development.

### **2.3.1 SUITABILITY CRITERIA**

1. The CFHA will consider objective and reasonable aspects of the family's background and their ability to comply with the essential elements of the lease, including:
  - a. History of meeting financial obligations, especially rent and any utility payments;
  - b. Ability to maintain (or with assistance the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - c. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property;
  - d. History of disturbing neighbors or destruction of property;
  - e. History of committing fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application; and
  - f. History of pattern of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
2. Verification of suitability for tenancy will include but not be limited to:
  - a. A complete 3-year rental history check of all adult family members, including addresses, name and addresses of landlords and explanation of gaps in rental history provided by the applicant;
  - b. A credit check of all adult household members;
  - c. A criminal background check on all household members 18 years of age or older including live-in aides. A free Public Record check will be run for each state (when available) or county (if state check is not available) where household members have resided within the past three years. A criminal background search will be done as part of the credit check when a jurisdiction does not provide a free criminal background check.

- i. The CFHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished and any period for filing an appeal regarding a CFHA decision related to the criminal record has expired. All criminal reports will be maintained in a secure area with access limited to the individuals responsible for determining eligibility. The CFHA will document the circumstances of criminal activity in the family's file.
        - d. A check of the US Department of Justice's Dru Sjodin National Sex Offender website for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing.
3. If an applicant may be rejected based on either the criminal check or the sex offender registration program, the applicant will be given an opportunity to dispute the accuracy of the information prior to the rejection and will be given ten days to provide offsetting documentation.

#### **2.4 GROUNDS FOR DENIAL**

If the CFHA determines that an applicant does not meet the eligibility or suitability criteria for public housing, the CFHA will provide the applicant with email and written notice of the determination and opportunity for an informal review.

The fact that an applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The CFHA will follow its Domestic Violence policy where an applicant claims protection against an action proposed to be taken by the CFHA involving such individual.

The CFHA will deny assistance to applicants who:

1. Do not meet any one or more of the eligibility criteria.
2. Do not supply information or documentation required by the application process.
3. Fail to respond to a written request for information or a request to declare their continued interest in the program.
4. Fail to complete any aspect of the application process, including failing to keep a scheduled appointment.
5. Have a family member who was evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three-year limit is based on

the date of eviction, not the date the crime was committed. However, the CFHA may admit the household if the CFHA determines:

- a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the CFHA, or
  - b. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
6. Have a household member who is currently engaging in illegal use of a controlled substance, including medical marijuana (see HUD legal opinion dated January 20, 2011).
  7. Have a household member subject to a lifetime registration requirement under a State sex offender registration program (denied for life).
  8. Have a household member who has ever been convicted of producing methamphetamine in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing (denied for life).
  9. Have a household member whose illegal drug use or pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Such use or pattern of use must have occurred within one year before the date the CFHA provides notice to the family of the determination to deny assistance.
  10. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Two or more arrests within three years for alcohol related offenses shall be considered a pattern of alcohol abuse, if one or more of the offenses was related to disturbance or property damage.
  11. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
  12. Have a history of not meeting financial obligations, especially rent and utilities, including:
    - a. One termination of tenancy for cause or Landlord judgment initiated within the past three years;
    - b. Three or more delinquent utility (excluding telephone and cable) accounts or any number of delinquent utility accounts (excluding telephone) totaling \$500 within the past three years;

- c. Landlord references for tenancy ending within the past three years showing three or more late payments in a twelve-month period, termination of tenancy, stated lease violations, unwillingness to re-rent or amounts still owed from move out.
- 13. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants.
- 14. Have a history of disturbing neighbors or destruction of property.
- 15. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the last three years, including the intentional misrepresentation of information related to their housing application or benefits derived from a misrepresentation.
- 16. Currently owes rent or other amounts to the CFHA or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act; or other federal housing programs as established by the HUD EIV National Repository, or other means.
- 17. Have engaged in or threatened abusive or violent behavior towards any CFHA staff member or resident or were terminated from any CFHA program for such activity irrespective of the amount of time that has elapsed.
- 18. Have a household member who is currently engaged in, or has engaged in any of the following during the last three years before the projected date of admission:
  - a. Drug-related criminal activity;
  - b. Violent criminal activity;
  - c. Other criminal activity that may threaten the health, safety, well-being or right to peaceful enjoyment of the premises by other tenants or cause damage to the property; or
  - d. Other criminal activity that may threaten the health or safety CFHA staff or persons performing a contract administration function or responsibility on behalf of the CFHA (including a CFHA employee or a CFHA contractor, subcontractor or agent).
- 19. For purposes of this section, a household member is “currently engaged in” criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

20. If the CFHA proposes to deny admission on the basis of a criminal record, the CFHA will first ensure the applicant head of household and if applicable, the family member with the criminal record, have an opportunity to dispute the accuracy and relevance of the record. The CFHA will provide the police report number or source of the determination of criminal record and the applicant will have ten (10) calendar days from the date the CFHA provides notice to dispute the record. If after discussion the CFHA denies admission, the applicant will have the right to an informal review.
21. If the CFHA denies admission for illegal use of or a pattern of use of illegal drugs or alcohol by a household member who is no longer engaging in such abuse, the CFHA may consider whether the household member:
  - a. Is participating in a supervised drug or alcohol rehabilitation program;
  - b. Has successfully completed a supervised drug or alcohol rehabilitation program;  
or
  - c. Has otherwise been successfully rehabilitated.

The applicant must submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of successful rehabilitation.

#### **2.4.1 NOTIFICATION OF DENIAL**

If the CFHA determines that an applicant does not meet the eligibility or suitability criteria, the CFHA will promptly provide the applicant with email notice of the determination and a courtesy notice by first class mail. The notice will:

1. Contain a brief statement of the reason(s) for the decision;
2. State that the applicant may request in writing an informal review of the decision within ten (10) calendar days of the date of the notice of denial;
3. Inform the applicant they may be bypassed on the waiting list pending the outcome of the informal review;
4. Describe how to obtain the informal review;
5. Include HUD-Form 5380 Notice of Occupancy Rights Under the Violence Against Women Act and HUD Form-5382 Certification; and
6. Remind applicants of their right to request a reasonable accommodation.



## **2.5 INFORMAL REVIEWS FOR PUBLIC HOUSING APPLICANTS**

The CFHA will provide an opportunity for informal review for applicants determined to not meet the criteria for public housing assistance.

### **2.5.1 INFORMAL REVIEW PROCEDURES**

1. The applicant must submit their request for an informal review within ten (10) calendar days of the date of the notice of denial. The notice will describe how to obtain the informal review.
2. The CFHA will schedule the informal review within ten (10) business days of the receipt of the applicant's request.
3. The informal review may be conducted by any person designated by the CFHA, other than a person who made or approved the decision under review or a subordinate of this person.
4. The applicant will be given the opportunity to present written or oral objections to the CFHA decision.
5. Within fourteen (14) calendar days, the CFHA will notify the applicant of the CFHA final decision. The notification will include a brief statement of the reasons for the final decision.
6. If the applicant fails to attend the informal review meeting, the CFHA decision will stand and a written decision will be sent to the applicant.

## 3 APPLICATIONS AND THE WAITING LIST

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### 3.1 APPLYING FOR ASSISTANCE

Families wishing to apply for the Public Housing Program must complete an online pre-application. Pre-applications will be available online as specified in the most recent public notice issued by the City of Flagstaff Housing Authority (CFHA), 3481 N Fanning Drive, Flagstaff Arizona 86004. CFHA may take applications on an open enrollment basis, depending on the length of the waiting list.

All applications must be filed electronically using the third-party vendor as linked through the CFHA website. Applicants may use any computer, tablet or smart-phone with internet access to apply, including free computers at The Flagstaff Housing Authority, Clark Homes Neighborhood Network, public libraries or other community partners.

Persons with disabilities who require a reasonable accommodation in completing the application may call the CFHA to make special arrangements. Referrals may be made to community agencies that may assist with the application process, or personal assistance may be offered in the CFHA office. A Telecommunication Device for the Deaf (TDD) is available. The TDD number is 711.

The entire online application must be completed and submitted before the applicant will be placed on the waiting list. The online application site will give the applicant a confirmation number, date and time of placement on the waiting list, preference status (if any) and the approximate wait before housing assistance may be offered. No paper applicant file is created at this stage.

Applicants are required to provide only the information needed to determine the family's placement on the waiting list. This information includes name, address, email address, phone number, family composition, racial or ethnic designation of the head of household, and information establishing any preferences.

Applicants will be given the opportunity to complete HUD Form 92006, Supplement to Application for Federally Assisted Housing, through the online third-party vendor site. This form gives applicants the option to identify an individual or organization that the CFHA may contact and the reason(s) the individual or organization may be contacted. A form HUD-92006 must be completed for each contact. For example, an applicant may choose to have a relative as an emergency contact and an advocacy organization for tenancy assistance.

Placement on the waiting list does not indicate the family will be eligible for assistance – a final determination of eligibility will be made when the family is selected from the waiting list. The second phase of the application process is the final determination of eligibility. When the family nears the top of the waiting list, CFHA will verify preference status, family income, assets, social security numbers, age of household members, and eligible immigration status of non-citizens if applicable. The CFHA will also screen for other HUD-required and permitted criteria. This will include a credit check, landlord reference check, and criminal background checks for all family members age 18 or older. Applicants will also be given the opportunity to update HUD Form 92006.

### **3.1.1 REPORTING CHANGES WHILE ON THE WAITING LIST**

While on the waiting list, the applicant must use the third-party vendor website to be accessed by link on the CFHA website to report changes in household size or composition, preference factors or contact information, including current residence, mailing address, phone number and email address. All changes must be reported within ten (10) calendar days of the change. If there is a change in Waiting List Status the applicant will be notified during the monthly waiting list reconciliation.

### **3.2 ADMISSION PREFERENCES (24 CFR 982.202)**

Preferences give priority placement to applicants who meet certain criteria. Applicants who do not qualify for a preference will have a longer wait to receive assistance than those who do qualify.

The CFHA has established two local preferences for the public housing program. The CFHA will select families based on the following preferences within each bedroom size category:

1. Local Residency.
2. Elderly or Disabled Families – for one-bedroom units. Elderly/Disabled households will be housed ahead of households who are residents but not elderly/disabled.

#### **3.2.1 LOCAL RESIDENCY [982.207(b)(1)]**

The City of Flagstaff Arizona includes incorporated and unincorporated areas with an 86001, 86004, 86005 or 86011 zip code.

Applicants who qualify for the local residency preference are applicants:

1. Whose current primary residential address is in Flagstaff,
2. Who are employed by a third party in Flagstaff,

3. Who are relocating to Flagstaff for purposes of employment, or
4. Who are self-employed in Flagstaff.

#### **3.2.1.1 CURRENT PRIMARY RESIDENTIAL ADDRESS IN FLAGSTAFF**

This is the place where the household lives full time. In cases where more than one residence is maintained or the household does not live together, the primary place of residence will be where a household member is on the lease or pays rent. If the household maintains one residence or lives together, the place where the Head of Household lives will be considered the primary residence. A current lease for an address in Flagstaff or a current driver's license with a Flagstaff address will be accepted as verification of residency.

#### **3.2.1.2 EMPLOYED BY A THIRD PARTY IN FLAGSTAFF**

The Head of Household, spouse or co-head of household must be currently employed by a third-party for at least the minimum wage, for a minimum of 20 hours per week, and for a minimum of 36 weeks per year. An employer statement, on employer letterhead, of current employment in Flagstaff will be accepted as verification of employment.

#### **3.2.1.3 RELOCATING TO FLAGSTAFF FOR PURPOSES OF EMPLOYMENT.**

The Head of Household, spouse or co-head of household must have an offer of employment from a third party for at least the minimum wage, for a minimum of 20 hours per week, and for a minimum of 36 weeks per year. The offer must include a fixed start date. A voluntary transfer within the same company from another location will not be considered a valid offer of employment. An employer statement, on employer letterhead, of guaranteed future employment in Flagstaff will be accepted as verification of employment.

#### **3.2.1.4 SELF-EMPLOYMENT IN FLAGSTAFF**

The Head of Household, spouse or co-head of household must have income earned in Flagstaff, after allowable expenses, equal to at least 20 hours per week at the minimum wage. Schedule C of the most recent tax return and self-certification of earnings in Flagstaff will be accepted as verification of self-employment.

### **3.2.2 ELDERLY OR DISABLED FAMILIES – ONE BEDROOM UNITS**

Families that meet one or both of the following definitions will receive a preference for all one (1) bedroom units:

1. A family whose head, spouse, or sole member is a person is at least 62 years of age; 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 (24 CFR 5.403); and/or
2. A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides (24 CFR 5.403(b)). A person with a disability is a person who:
  - a. Has a disability as defined in 42 U.S.C. 423
  - b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment, including the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, that:
    - i. Is expected to be of long-continued and indefinite duration;
    - ii. Substantially impedes his or her ability to live independently; and
    - iii. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
  - c. Has a developmental disability as defined in 42 U.S.C. 6001.

For purposes of qualifying for low-income housing, a person with a disability does not include a person whose disability is based solely on any drug or alcohol dependence.

### **3.2.3 CHANGES IN PREFERENCE STATUS**

Applicant circumstances may change while waiting for an offer of assistance and these changes may affect the applicant's qualification for a preference. Applicants are responsible for reporting any changes in preference using the online third-party vendor site.

1. If an applicant without a local residency preference becomes a resident, they will be awarded the preference and may receive assistance based on the date and time of application, not the date and time of qualification for the preference.
2. If there are no applicants on the waiting list with a local residency preference, applicants without a local residency preference will be screened and receive assistance ahead of any applicants with a local residency preference who apply during the non-resident screening process.
3. If an applicant who is not elderly or disabled becomes elderly or disabled, they will be awarded the preference for a one-bedroom unit.

### 3.2.4 PREFERENCE SUSPENSION FOR VICTIMS OF A FEDERALLY DECLARED DISASTER

In the case of a federally declared disaster, the CFHA reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted.

### 3.3 ORGANIZATION AND MAINTENANCE OF THE WAITING LIST

The waiting list will be organized and maintained as follows:

1. All applications will be maintained in order of bedroom size, claimed preference and then in order of date and time of application.
2. The pool of applicants will be kept current by requiring each applicant to confirm their continued interest through the online third-party vendor site twice during the year in April and September. Applicants will be reminded to confirm continued interest via their preferred method(s).
3. Any contact between the CFHA and the applicant will be documented in the applicant's computer file (either the third-party vendor site or the Intake module of Elite if full processing has begun).

#### 3.3.1 ASSIGNMENT TO WAITING LIST BY BEDROOM SIZE

When completing the pre-application, applicants will be asked to choose a bedroom size. The following guidelines will determine each family's unit size eligibility without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. The Head of Household will share a bedroom with anyone classified as a Spouse or Co-Head.

In determining bedroom size, CFHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster care.

If the household qualifies for more than one-bedroom size under the above guidelines, the household will be placed on the Waiting List of their choosing. The household may change the bedroom size originally selected if there is a change in household composition or after a year has elapsed since the last election.

### **3.3.1.1 EXCEPTIONS TO BEDROOM SIZE**

#### **1. Smaller Units.**

- a. A family may request a smaller unit size than the guidelines allow. The CFHA will generally allow the smaller size unit as long as no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for three (3) years or until the family size changes, whichever may occur first.

#### **2. Larger Units.**

- a. A family may request a larger unit size than the guidelines allow. The CFHA will generally allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit.
- b. If there are no families on the waiting list for a larger size unit, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-calendar day notice before being required to move.
- c. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- d. In no event will a single person who is not an elderly person, a displaced person, or a person with disabilities be provided with a unit that is larger than one-bedroom.

### **3.3.1.2 DECONCENTRATION POLICY**

The CFHA is not subject to the deconcentration requirements of 24 CFR 903; however, the CFHA affirmatively markets its housing.

### **3.3.2 OPENING AND CLOSING THE WAITING LIST**

Opening of the public housing waiting list will be announced via public notice that applications will be accepted. The public notice will be made a least thirty days prior to the opening of the waiting list and will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice at least thirty days prior to closing. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

Public notices announcing the opening and closing of the waiting list may be combined when the waiting list will be opened for a specific period of time.

### **3.3.3 REMOVAL FROM THE WAITING LIST**

The CFHA will not remove an applicant's name from the waiting list unless:

1. The applicant requests in writing that the name be removed,
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program (even if the request was returned as undeliverable by the post office or by undeliverable emails),
3. The applicant misses scheduled appointments,
4. The applicant does not meet the eligibility or suitability criteria for the program,
5. The applicant knowingly provides false information or fraudulent statements affecting the applicant's status or eligibility for housing assistance, or

The CFHA's system of removing applicants from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the CFHA will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.



### **3.3.3.1 APPLICANT NOTIFICATION OF WAITING LIST REMOVAL**

If the CFHA will remove an applicant from the waiting list, the CFHA will promptly provide the applicant with email notice of the determination and a courtesy notice by first class mail. The notice will:

1. Contain a brief statement of the reason(s) for the decision,
2. State that the applicant may request in writing an informal review of the decision within ten (10) calendar days of the date of the notice,
3. Inform the applicant they may be bypassed on the waiting list pending the outcome of the informal review should they request one,
4. Describe how to obtain the informal review,
5. Include HUD-Form 5380 Notice of Occupancy Rights Under the Violence Against Women Act and HUD Form-5382 Certification, and
6. Remind applicants of their right to request a reasonable accommodation.

### **3.4 SELECTION FROM THE WAITING LIST**

The CFHA will follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met, the CFHA will quarterly monitor the incomes of newly admitted families. If it appears that the requirement to house extremely low-income families will not be met, higher income families will be skipped to reach extremely low-income families. Higher income families will maintain their original position on the waiting list.

#### **3.4.1.1 CREDIT FOR ADMISSIONS TO THE CFHA SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

If admissions of extremely low-income families to the CFHA Section 8 program during a fiscal year exceeds the 75% minimum target requirement for the Section 8 program, the excess may be credited against the CFHA income targeting requirement for public housing. Under these circumstances, the fiscal year credit to the public housing program will not exceed the *lower* of:

1. 10% of public housing admissions;
2. 10% of Section 8 program admissions; or
3. The number of qualifying low-income (excluding extremely low-income) families who commence occupancy in public housing units located in census tracts with a poverty rate of 30% or more.

Outreach will be conducted to attract extremely low-income families to reach the statutory requirement.

## 4 TENANT SELECTION AND ASSIGNMENT PLAN

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### 4.1.1 PRE-SCREENING

As a family nears the top of the waiting list, the CFHA will contact the family. The family will be invited to submit information to begin the verification process, including:

1. Information to verify any preference(s) claimed;
2. A personal record (background) check to allow the CFHA to conduct pre-screening checks, including but not limited to criminal background, sex offender, and debts owed to the CFHA or other housing agencies;
3. A full application;
4. Sign the Consent for Release of Information forms; and
5. All documentation needed to determine eligibility including Social Security Number information.

If a notification letter is returned to the CFHA with a forwarding address, the CFHA will mail the application package to the new address.

The CFHA will notify the family in writing if any of the following determinations are made. The notice will inform the family of their right to request an informal review.

1. The family no longer qualifies to be near the top of the list because preference(s) cannot be verified. The family's name will be returned to the appropriate spot on the waiting list.
2. Any of the pre-screening activities are grounds for denial of assistance.

Families who meet all eligibility and suitability criteria and whose eligibility has been verified will be invited to attend an eligibility interview.

### 4.1.2 ELIGIBILITY INTERVIEW

The purposes of the interview are to discuss the family's circumstances in greater detail, clarify information that has been provided by the family, and verify that the information is true and complete. Applicants must present citizenship/eligible immigrant information will also be given the opportunity to update HUD Form 92006 if they desire at the interview.

#### **4.1.3 VERIFICATION [24 CFR 982.201(E)]**

Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, eligible citizenship, social security numbers, criminal history, and other pertinent information will be verified. Verifications must be dated within ninety (90) calendar days of certification. The verification process is described in detail in Section 6.

#### **4.1.4 DETERMINATION OF ELIGIBILITY [24 CFR 982.201]**

After the verification process is completed, the CFHA will make a final determination of eligibility. This determination is based on information provided by the family, third-party documents, and CFHA research.

#### **4.1.5 PRE-LEASE BRIEFING**

Prior to signing the lease, *all* heads of household and other adult family members must attend a pre-lease briefing. The family will not be housed if they have not attended the briefing. Applicants who provide prior notice of an inability to attend the briefing will be rescheduled. Failure of an applicant to attend the briefing, without good cause, may result in the cancellation of the occupancy process.

The briefing will include an explanation of and offer of copies of:

1. The resident's rights and responsibilities under the Violence Against Women Act;
2. A copy of the lease;
3. The CFHA grievance procedure;
4. Utility allowances;
5. Utility charges;
6. Lead paint disclosures;
7. Resident rights and responsibilities under the Violence Against Women Act;
8. EIV brochures; and
9. The Resident Handbook.

The applicant must sign a certification that they have been given the opportunity and process to receive these documents and have reviewed the documents with CFHA personnel. The certification will be filed in the applicant's file.

After attending the lease and occupancy orientation, the applicant is required to report their continued interest and provide any information regarding changes to their income or assets monthly.

#### **4.2 OFFER OF A UNIT**

The CFHA will contact the family by email or telephone to make the unit offer, and the family will also be notified of a unit offer via first class mail. The family will be provided five (5) business days to:

1. Preliminarily accept the offer and tender 1/3 of the Security Deposit, OR
2. Reject the unit offer.

The family will not be required to sign any contract until final acceptance of the unit at move in.

If the Applicant fails to respond or fails to tender the required Security Deposit they will be removed from the Waiting List.

Applicant's whose files are incomplete due to action or inaction by the household may be skipped until processing is complete. Applicant action or inaction may include missed appointments, requests for extension of time to provide requested verification, failure to provide requested documentation, change in bedroom size or preference status, or reinstatement following informal review. The CFHA may skip applicants not ready due to CFHA action or inaction provided there will be a unit available upon completion of eligibility determination.

##### **4.2.1 ACCESSIBLE UNITS**

Accessible units will be first offered to families who may benefit from the accessible features who reside in the development that has the vacancy. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments that may benefit from the accessible unit. If there are no families residing in other developments and needing the accessible unit, it will then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the preference system.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies or requires a

transfer from a non-accessible unit. Any family required to transfer will be given a 30-calendar day notice.

#### **4.2.2 REJECTION OF UNIT**

If the family rejects the unit without good cause, they will be removed from the Waiting List.

If the family rejects with good cause the first unit offered, they will not lose their place on the waiting list. If the same family rejects with good cause the second unit offered, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected; if the same family rejects the third unit, they will be removed from the Waiting List.

Families forfeiting their application date and time or being removed from the Waiting List for unit rejection will be offered the right to an informal review of the decision.

Good cause includes, among other things, reasons related to health, proximity to work or school (for those working or going to school), unable to terminate current lease, and childcare.

If the family withdraws from the site-specific waiting list where the unit was offered by the due date of the decision they will be removed according to their wishes, and the action will not be considered a unit rejection for the remaining waiting lists.

#### **4.2.3 ACCEPTANCE OF UNIT**

An appointment will be scheduled to show the unit and complete the move in as close as possible to the anticipated ready date of the unit. The applicant will be shown the unit and if they accept the unit, the family will be required to sign a lease that will become effective on the date of acceptance.

##### **4.2.3.1 MOVE-IN INSPECTION**

Prior to lease signing, a CFHA representative and an adult family member will inspect the unit. Both parties will sign a written statement of the condition of the unit. Photos and/or video may be taken at the move-in inspection to further document condition of the unit. Both parties will sign a written statement of the condition of the unit. A copy of the written statement of condition will be given to the family and the original will be placed in the tenant file. A follow-up inspection will be made 45 days after the initial move-in date.

#### 4.2.4 LEASE SIGNING

The signing of the lease and the review of financial information will be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the CFHA will retain the original executed lease in the tenant's file.

When the family signs the lease for public housing, they will be automatically removed from the Section 8 waiting list and any CFHA site-based waiting list. Families may reapply for Section 8 assistance when applications are being accepted.

##### 4.2.4.1 SECURITY DEPOSIT

The family will pay the remainder (2/3) of the security deposit at the time of lease signing. The security deposit is based on unit size:

Unit Size	Security Deposit
One bedroom	\$250.00
Two bedroom	\$275.00
Three bedroom	\$300.00
Four bedroom	\$325.00
Five bedroom	\$350.00

The CFHA may, at its sole discretion and in exceptional situations, allow a new resident to pay the remaining balance of the security deposit in up to two (2) payments. One third of the total Security Deposit shall be paid with their second rent payment, and the remaining one third with their third rent payment.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. If the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. If the security deposit for the second units is less than that for the first, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## 5 DETERMINING INCOME

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To determine annual income, the CFHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the CFHA subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

Income will be determined at initial eligibility, at annual reexamination and for interim and special reexaminations.

### 5.1 ANNUAL INCOME

Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member,
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date, and
3. Are not specifically excluded from annual income.

#### 5.1.1 ANNUAL INCOME INCLUSIONS

Annual income includes, but is not limited to all amounts, monetary or not that:

1. go to or on behalf of the family head or spouse, including a spouse who is temporarily absent, or to any other family member;
2. are anticipated to be received during the 12-month period following admission or annual reexamination; and
3. are not specifically excluded from annual income.

Annual income includes the amounts specified in the federal regulations currently found in 24 CFR 5.609. The Income Inclusions table in Appendix 4 describes income inclusions in more detail:

1. Earned income
2. Self-employment/Business income
3. Interest and dividend income
4. Pension/Retirement income

5. Unemployment and Disability income
6. TANF/Public Assistance, including imputed income from welfare
7. Alimony and Child Support
8. Regular contributions or gifts
9. US Armed Forces income
10. GI Bill Housing Stipend

### **5.1.2 ANNUALIZING EARNED INCOME BASED ON AVERAGE EXPERIENCE**

The CFHA will use the prior year's employment experience or income to determine a household's future income if it informs or clarifies the estimate of income and does not distort the calculation. This includes annualizing income based on average experience, as when the CFHA can reasonably project the start and end of part year and seasonal employment. For example:

- A teacher's assistant works eight months annually and earns \$1,300 per month. The teacher's assistant's income would be calculated by multiplying \$1,300 x 8 months or \$10,400 annually. The teacher's assistant rent payment will then be calculated based on monthly income of \$866.
- A food delivery service company closes annually for two weeks to allow for family vacations. A driver works 50 weeks annually and earns \$480 per week on average. The income would be calculated by multiplying \$480 x 50 weeks or \$24,000 annually. The driver's rent payment will then be calculated based on monthly income of \$2,000.

### **5.1.3 INCOME RESULTING FROM WELFARE PROGRAM REQUIREMENTS (IMPUTED WELFARE) [5.615]**

The CFHA will impute (count) welfare income not received by the family if the welfare assistance was reduced, as specified in notice to the CFHA by the welfare agency specifically because of:

1. Fraud by a family member in connection with the program,
2. Failure to participate in or comply with economic self-sufficiency requirements, or
3. Noncompliance with work activities requirements.

Imputed welfare income is annual income the family would have received had its benefits not been reduced due to the above circumstances.



At the request of the CFHA, the welfare agency will inform the CFHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the CFHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The CFHA will use this information to determine the amount of imputed welfare income for a family.

1. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
2. The CFHA will not include imputed welfare income in annual income if the family was not an assisted family at the time of the sanction.
3. If a participant is not satisfied that the CFHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the CFHA denies the family's request to modify such amount, then the CFHA will give the resident written notice of denial, with a brief explanation of the basis for the CFHA's determination of the amount of imputed welfare income. The CFHA's notice will also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with the CFHA grievance policy. The resident is not required to pay an escrow deposit to obtain a grievance hearing.
4. Relations with welfare agencies
  - a. The CFHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction.
  - b. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the CFHA written notice of such reduction, the family's annual income will include the imputed welfare income because of the specified welfare benefits reduction.
  - c. The CFHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the agency.
  - d. The CFHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for

providing the opportunity for review or hearing on welfare agency determinations. The family may seek appeal of a welfare agency determination through the welfare agency's due process procedures.

#### **5.1.4 ANNUAL INCOME EXCLUSIONS**

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609(c). The CFHA will not provide additional exclusions from income beyond those provided for by HUD. The Income Exclusions table in Appendix 4 describes income exclusions in more detail:

1. Earned income of children under the age of 18 years;
2. Income from foster care, Kin-GAP or similar guardianship care programs;
3. Inheritance and insurance income;
4. Medical expense reimbursements;
5. Income of a live-in aide;
6. Student financial assistance for tuition;
7. Armed Forces Hostile Fire pay;
8. Reimbursement of out-of-pocket expenses incurred solely to allow participation in a publicly assisted program;
9. Resident service stipend;
10. Amounts received under certain employment training programs;
11. Self-sufficiency Program income;
12. Other non-recurring income;
13. Reparations;
14. Wages in excess of \$480 for full-time students who are adult household members other than Head, co-head, or spouse;
15. Adoption assistance;
16. Social security and SSI income lump sum distributions due to delayed processing;
17. Income tax and property tax refunds;
18. Home care assistance; or
19. Other federal exclusions as defined in Appendix 4.

### **5.1.5 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

1. \$480 for each dependent.
2. \$400 for any elderly family or disabled family.
3. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction will not exceed the amount of employment income that is included in annual income.
4. The following to the extent the sum exceeds three percent (3%) of annual income:
  - a. Unreimbursed medical expenses for any elderly or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
  - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

IRS Publication 502 will be used as a guide to determine an eligible medical expense. Non-prescription medicines must be doctor-recommended due to a specific medical condition to be considered a medical expense; the family must provide legible receipts.

### **5.1.6 EARNED INCOME DISALLOWANCE (EID)**

This benefit is allowed once per family member in a lifetime and is for program participants, not new admissions. An adult public housing resident qualifies for EID when he or she has an increase in earned income and:

- The individual, previously unemployed for 12 months or more, obtains employment (A person is considered to have been unemployed if he or she has earned less money in the previous 12 months than would have been earned working 10 hours per week for 50 weeks at the jurisdiction's established minimum wage); or
- The individual experiences an increase in earnings during participation in any economic self-sufficiency or job-training program; or
- The individual experiences an increase in earnings as a result of new employment or increased earnings in existing employment during or within six (6) months after

receiving assistance, benefits or services under any state program for temporary assistance for needy families (TANF).

The disallowance of increased income of an individual family member is limited to a lifetime 24-month period.

- During the first 12-month period after the date of the initial income increase, 100% of the incremental earnings above the baseline income (the total of all countable income attributable to the individual household member at time of employment) of the household member will be excluded.
- During the second 12-month period after the date of initial income increase, 50% of the increased income above the baseline income will be excluded from income.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 24-month limit.

## **5.2 RECEIPT OF HUD LETTER OR NOTICE CONCERNING INCOME**

If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter will be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the participant.

The CFHA will promptly reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication.

After the reconciliation is complete, the CFHA will, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent will take effect on the first day of the second month following the month of reconciliation.

If the participant had not previously reported the proper income, the CFHA will do one of the following:

1. Immediately collect the back rent due;
2. Establish a repayment plan for the resident to pay the sum due to the CFHA;
3. Terminate the lease and evict for fraud or failure to report income; or
4. Terminate the lease and evict for failure to report income and collect the back rent due the CFHA.

## 6 VERIFICATION OF INFORMATION

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The CFHA will verify information related to, but not limited to:

1. Waiting list preferences;
2. Initial and continuing eligibility and rent determination;
3. Disability status;
4. Need for a live-in aide or other reasonable accommodation;
5. Full-time student status of family members 18 years of age and older;
6. Social security numbers;
7. Citizenship/eligible non-citizen status; and
8. Age and relationship when necessary to determine the level of assistance.

### 6.1 METHODS OF VERIFICATION

There are six methods of verification ranked from highest (mandatory use) to lowest (last resort). The following chart from PIH Notice 2017-12 presents this verification ranking.

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using <b>HUD's Enterprise Income Verification (EIV) system</b> (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	<b>Upfront Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional)
4	<b>Written Third-Party Verification</b>	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information <u>and</u> is unable to provide acceptable documentation to support dispute)
3	<b>Written Third-Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)

<b>2</b>	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third-party verification is not available)
<b>1</b>	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)

### **6.1.1 ENTERPRISE INCOME VERIFICATION (EIV)**

The Enterprise Income Verification (EIV) is a mandatory up-front income verification system that the CFHA must use for all annual and interim re-examinations. The EIV System is a web-based application that provides employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs.

Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all applicants and residents with valid personal identifying information (name, date of birth, and social security number) reported on the form HUD-50058.

The CFHA will use the EIV system to verify household income on such sources as social security, social security disability, SSI, wages, and unemployment compensation for each family member. The CFHA will use the EIV system to compare the income source and amount recorded in the participant-supplied income data and form, HUD 50058 maintained in the Public Housing Information Center (PIC) database.

More information about how the CFHA utilizes the EIV system can be found in Appendix 6.

### **6.1.2 UP-FRONT INCOME VERIFICATION (UIV)**

Up-front Income Verification (UIV) is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals. UIV resources include:

1. Enterprise Income Verification (EIV);
2. State Wage Information Collection Agencies (SWICAs);
3. State systems for the Temporary Assistance for Needy Families (TANF) program;
4. Credit Bureau Information (CBA) credit reports;
5. Internal Revenue Service (IRS) Letter 1722;
6. Private sector databases (e.g. The Work Number);

## 7. Additional UIV resources that may become available.

The CFHA will use UIV data only to verify applicant or resident eligibility for participation in a rental assistance program and to determine the level of assistance the applicant or resident is entitled to receive. This may be done before, during and/or after examinations and/or re-examinations of household income.

The CFHA may independently verify UIV information and will provide the applicant or participant an opportunity to contest any adverse findings through the established review procedure before taking any adverse action. The consequences of adverse findings may include the CFHA denying admission, requiring the immediate payment of any overpaid subsidy, entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

The information the CFHA derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

When any verification method other than Up-Front Income Verification is utilized, the CFHA will document the reason for the choice of the verification methodology in the applicant/tenant file.

### **6.1.3 WRITTEN THIRD-PARTY VERIFICATION**

Third Party Written Verification will be used when:

1. UIV is not available;
2. To supplement UIV;
3. When the tenant disputes UIV results; and
4. When there is a discrepancy between UIV and the tenant-provided documents of \$200 per month or more and the participant disputes the UIV results.

Third-party written verification may be an original or authentic and complete document generated by a third-party source and in the possession of the tenant or applicant. This type of documentation is also referred to as tenant-provided documentation and must be dated within the sixty (60) day period preceding the CFHA request or date of interview. Documents confirming effective dates of income that are older than sixty (60) days old are the only exception.

Examples of tenant-provided third-party written verification documents include, but are not limited to: current consecutive pay stubs, payroll summary reports, hire/termination letters from employers, current SSA benefit information, bank statements, child support payment receipts, child care payment receipts, welfare benefit letters or print-outs, and proof of the start or stop of unemployment benefits.

Third party verification of SS and SSI benefits will be obtained through the EIV system, which is updated every three months. If the tenant agrees with the EIV-reported benefit information, the CFHA will not request a benefit verification letter from the tenant. If the tenant disputes the EIV information, then the CFHA will require the tenant to obtain an official Social Security Administration letter of benefits dated within the last sixty (60) days. If either of these forms of verification are not obtainable, then the reason(s) third-party verification was not used will be documented in the participant file.

For new income sources or when three consecutive pay stubs (not including a first paystub of employment or return to work) are not available, the CFHA will project income based on the information from a traditional written third-party verification or the best available information.

Examples of acceptable 3<sup>rd</sup>-party verification and tenant-provided 3<sup>rd</sup>-party verification can be found in Appendix 5.

#### **6.1.3.1 WRITTEN THIRD-PARTY VERIFICATION FORM**

The written third-party verification form is a standardized form used by the CFHA to collect information from a third-party. The CFHA sends the form directly to the third-party, along with a release form signed by the applicant/tenant, and third-party completes the form and returns it directly to the CFHA.

The CFHA will allow fourteen (14) business days for the return of third-party written verification with a follow up notice and additional fourteen (14) days prior to continuing on to the next level of verification. The CFHA may follow up with the source prior to continuing on to the next level of verification.

#### **6.1.3.2 REJECTION OF APPLICANT/TENANT-PROVIDED DOCUMENTS**

The CFHA may, at its discretion, reject any applicant/tenant-provided documents and follow up directly with the source to obtain necessary verification of information. The CFHA will reject applicant/tenant-provided information only when:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or



3. The document appears to be a forged document (i.e. does not appear to be authentic).

The CFHA will explain the reason(s) the submitted documents are not acceptable and request the applicant/tenant to provide additional documentation. If at any time, the applicant/tenant is unable to provide acceptable documentation that the CFHA deems necessary to complete the income determination process, the CFHA will submit a traditional third-party verification form to the third-party source for completion and submission to CFHA.

#### **6.1.4 ORAL THIRD-PARTY VERIFICATION**

Third-party oral verification will be used when written verification is delayed or not possible. Third-party oral verification includes direct CFHA contact with the source, in person or by telephone. When this method is used, CFHA will document in writing with whom they spoke, the date and time of the conversation, the telephone number of the person spoken with, and the facts obtained.

#### **6.1.5 APPLICANT OR TENANT SELF-DECLARATION**

When UIV/EIV or written and oral third-party verifications are not available, the CFHA will accept a sworn statement detailing the information needed, and signed by the head, spouse, co-head, or other adult family member under penalty of perjury.

#### **6.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined. If no family member is determined to be eligible under this section, the family's eligibility will be denied.

Prior to being admitted, or at the first reexamination:

1. All citizens and nationals will be required to sign a declaration under penalty of perjury.
2. All eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.
3. All eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The CFHA will make a copy of the individual's INS documentation (two sided originals must have both sides copied onto a single side of a copy page) and place the copy in the file. The CFHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot

confirm eligibility, the CFHA will mail information to the INS so a manual check can be made of INS records.

Family members who choose to not declare their status, or do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of non-eligible members and the list must be signed by an adult household member (an adult citizen or eligible noncitizen should sign if there is one in the household).

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the CFHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted or terminated from assistance and will not be eligible to be readmitted to Section 8 or public housing for a period of 24 months from the date of eviction or termination.

### **6.3 VERIFICATION OF SOCIAL SECURITY NUMBERS**

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the CFHA will accept an original document issued by a federal or state government agency that contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

#### **6.3.1 APPLICANTS**

Prior to admission, every family member regardless of age must provide the CFHA with a complete and accurate Social Security Number unless they do not contend eligible immigration status.

If an individual fails to provide the verification within ninety (90) days, the family will be denied assistance. The CFHA may grant one ninety (90) day extension if it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

If a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the household's date of admission the assistance applicant may become a participant, so long as the documentation required is provided to the processing entity within 90 calendar days from the date of admission into the program

### **6.3.2 TENANTS**

Tenants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number.

New family members must provide Social Security Number verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family will have ninety (90) calendar days after starting to receive assistance to provide a complete and accurate Social Security Number. If the verification is not provided within the time allowed, the family will have their assistance terminated. The CFHA may grant one ninety (90) day extension if it determines that the failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the person.

### **6.4 TIMING OF VERIFICATION**

Verification information must be received within ninety (90) calendar days of certification or reexamination. If the verification more than ninety (90) days prior, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the CFHA will only verify and update information reported to have changed.

### **6.5 FREQUENCY OF OBTAINING VERIFICATION**

Household composition will be verified annually. Household income will be verified depending on the rent method chosen by the family.

The following information will be verified only once prior to admission:

1. Social Security Number. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

2. Citizen/eligible noncitizen status, unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

## 7 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

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At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent set at the flat rent amount or determined under the income method.

Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the CFHA will provide them with the following information whenever they have to make a rent choice:

1. CFHA policies on switching types of rent in case of a financial hardship; and
2. The dollar amount of tenant rent for the family under each option.

If a tenant family who chose a flat rent for the previous year requests the CFHA reexamine income and provide the amount of income-based rent for the coming year, and submits updated income information, the CFHA will provide the dollar amount of income-based rent for the coming year.

### 7.1 FLAT RENT

The minimum flat rent is not less than 80% of the Fair Market Rent (FMR) for the unit size as established annually by HUD for the CFHA area, with adjustments for tenant-paid utilities.

A market study based on the rent reasonableness methodology may be conducted annually to determine the flat rent. The market study will consider public housing units' location, quality, size, type, age, amenities, housing services, maintenance and provided utilities as compared to similar units in the private, unassisted rental market.

1. If the flat rent as determined by the market study is equal to or greater than the 80% of the FMR, the CFHA may, with HUD approval, set the flat rent at the amount determined by the market study, with adjustments for tenant-paid utilities.
2. If the flat rent as determined by the market study is less than 80% of the FMR, the flat rent will be equal to 80% of the FMR for the unit size, with adjustments for tenant-paid utilities.

The CFHA will post the flat rents at each of the developments and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

### **7.1.1 UTILITY ALLOWANCE**

Because the CFHA has already factored tenant-paid utilities into the flat rent amount, there is no utility allowance for families paying a flat rent.

### **7.1.2 FLAT RENT REVISIONS**

When flat rents are revised, families currently paying the flat rent amount will be offered the choice between the updated flat rent amount, and previously calculated income-based rent.

Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the time of the Flat Rent Annual Update.

### **7.1.3 REVIEW AND REEXAMINATION**

1. Family composition will be reviewed annually.
2. Family income will be reexamined every three years. Families choosing the income method have their income reexamined annually.

### **7.1.4 CHANGING TO THE INCOME METHOD**

Families who opt for the flat rent may request a reexamination and return to the income-based method at any time for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed, result in increased expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

## **7.2 THE INCOME METHOD**

Under the income method, the total tenant payment is equal to the highest of:

1. 10% of the family's monthly income;
2. 30% of the family's adjusted monthly income;
3. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably

reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage;

4. The minimum rent of \$50.00.

### **7.2.1 UTILITY ALLOWANCE**

The CFHA establishes a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance is based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the CFHA will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.).

The utility allowance is subtracted from the family's income-based rent to determine the monthly amount of the Tenant Rent owed to the CFHA. By subtracting the utility allowance from the family's income-based rent, the family has the allowance available to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

#### **7.2.1.1 UTILITY MONITORING, EXCESS CONSUMPTION AND HIGH UTILITY COSTS**

The CFHA may monitor the utility consumption of each household. Any consumption in excess of the allowance established by the CFHA may be billed to the tenant monthly.

Requests for relief from surcharges for excess consumption of CFHA-paid utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the CFHA on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities and must be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

Families with high utility costs are encouraged to contact the CFHA for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

#### **7.2.1.2 UTILITY ALLOWANCE REVISION**

The CFHA reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change in the utility rate since the last time the utility allowance schedule was revised. The CFHA maintains information supporting the annual review of utility

allowances and any revisions made in its utility allowance schedule. Tenants may review this information at any time by making an appointment with the CFHA.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

### **7.3 MINIMUM RENT**

The CFHA minimum monthly rent is \$50.00. When an existing Resident family goes to the minimum rent they will be given the form to elect whether or not to request exemption.

#### **7.3.1 HARDSHIP EXEMPTION**

The hardship exemption applies only to families required to pay minimum rent. If the family requests a hardship exemption, the CHFA may suspend the minimum rent beginning the month following the family's request until the CHFA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen 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 Act of 1996;
2. When the family would be evicted because it is unable to pay the minimum rent;
3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
4. When a death has occurred in the family.

The CFHA must determine whether a hardship exists and whether the hardship is temporary or long term.

1. No hardship. If the CFHA determines there is no qualifying hardship, the minimum rent will be reinstated, and the family will be required to make back payment of minimum rent for the time it was suspended.
2. Temporary hardship. If the CFHA determines that there is a qualifying hardship but that it is of a temporary nature (less than 90 days), the minimum rent will not be imposed for a period of 90 calendar days beginning the day the minimum rent is suspended. The



CFHA will not evict the family for nonpayment of tenant rent owed during the suspension period. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The CFHA will offer a repayment agreement for any rent not paid during the period of suspension.

3. Long-term hardship. If the CFHA determines there is a long-term hardship (longer than 90 days), the family will be exempt from the minimum rent requirement until the hardship no longer exists.

The family may use the grievance procedure to appeal the CFHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **7.4 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

The CFHA must prorate assistance provided to a mixed family. A mixed family is a family where at least one member of the household is a citizen or eligible immigrant and one or more members are not citizens or eligible immigrants.

When prorating assistance, the CFHA will complete the following steps:

1. Step 1. Determine *total tenant payment* as if all household members are eligible. The annual income of all family members, including any family member(s) who has/have not established citizenship or eligible immigration status is included.
1. Step 2. Family maximum rent is equal to the applicable flat rent before factoring in the utility allowance for the unit size to be occupied by the family.
2. Step 3. Subtract the total tenant payment from the family maximum rent. This is the maximum subsidy the family could qualify for if all members were eligible.
3. Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status. T
4. Step 5. Multiply the member maximum subsidy (step 4) by the number of family members who have citizenship or eligible immigration status to determine the amount of the eligible subsidy.
5. Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
6. Step 7. Subtract any applicable utility allowance from the mixed family TTP to determine the mixed family tenant rent.

When the mixed family's TTP is greater than the maximum rent (step2), the CFHA must use the TTP as the mixed family TTP.

#### **7.4.1 CONTINUATION OF ASSISTANCE**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

#### **7.5 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. As a safety measure, cash will not be accepted as a rent payment.

- East Side Residents must pay their rent at East Flagstaff Housing, 3481 N. Fanning Dr., Flagstaff, 86004.
- West Side Residents must pay their rent at Flagstaff Housing West, One Brannen Circle, Flagstaff, AZ 86001.

Reasonable accommodations for this requirement will be made for persons with disabilities.

#### **7.5.1 LATE CHARGES AND OTHER FEES**

If the rent is not paid by the fifth business day of the month:

1. A Notice to Vacate will be issued to the tenant; and
2. A \$25 late charge will be assessed to the tenant.

If rent is paid by a personal check and the check is returned for insufficient funds:

1. A Notice to Vacate will be issued to the tenant;
2. A \$25 late charge will be assessed to the tenant (if it has not already been charged); and
3. A \$15 fee for bank charges and/or processing costs will be assessed to the tenant.

#### **7.5.2 PARTIAL PAYMENTS**

Payment of less than all rent and charges due will not be accepted prior to issuance of late notices on the sixth working day of the month. After issuance of a late notice, only full payment of rent and any late charges will be accepted.

## 8 COMMUNITY SERVICE REQUIREMENT

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To be eligible for continued occupancy, each adult family member must:

1. Contribute eight (8) hours per month of community service. Community services does not include political activities; or
2. Participate in an economic self-sufficiency program for eight (8) hours per month; or
3. Perform eight (8) hours per month of combined community service and participation in an economic self-sufficiency program.

The eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant it.

Adult family members that are part of a mixed family and who do not have eligible immigration status are not exempt from performing the required community service hours unless the member meets one of the exemptions.

### **8.1 COMMUNITY SERVICE VOLUNTEER WORK**

Community service includes performing work or duties in Flagstaff for the public benefit, including but not limited to serving at:

- Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks, or clothes closets;
- Nonprofit organizations serving PHA or local residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- PHA housing to improve grounds or provide gardens; or work through resident organizations to help other residents with problems, including serving on the Resident

Advisory Board, outreach and assistance with PHA-run self-sufficiency activities including supporting computer learning centers; and

- Care for the children of other residents so parents may volunteer.

The CFHA will coordinate with social service agencies, local schools, and the Human Resources Office in identifying possible volunteer community service positions. Together with the resident advisory councils, the CFHA may create volunteer positions such as litter patrols, and supervising and record keeping for volunteers.

In implementing the service requirement, the CFHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.

## **8.2 ECONOMIC SELF-SUFFICIENCY PROGRAM**

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. To meet community service requirements, these programs must be pre-approved and coordinated with the CFHA Public Housing Manager or designee. These programs may include but are not limited to:

- Job readiness or job training while not employed;
- Training programs through local One-Stop Career Centers, Workforce Investment Boards or other training providers;
- Higher education (junior college or college);
- Apprenticeships;
- Substance abuse or mental health counseling;
- Reading, financial and/or computer literacy classes;
- English as a second language and/or English proficiency classes;
- Budgeting and credit counseling;
- GED classes; and
- Other classes that help a person toward economic independence.

### 8.3 EXEMPTIONS

The following adult family members are exempt from this requirement:

1. 62 years or older;
2. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
3. Is a primary caretaker of a blind or disabled person who has certified that, because of disability, she or he is unable to comply with the service provisions;
4. Meets requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State including a State-administered Welfare-to-Work program;
5. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State, including a State-administered Welfare-to-Work program, and is in compliance with the program;
6. Engaged in the following work activities for not less than 20 hours per week:
  - a. Unsubsidized employment;
  - b. Subsidized private-sector or public-sector employment;
  - c. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - d. On-the-job-training;
  - e. Job-search;
  - f. Community service programs;
  - g. Vocational educational training (not to exceed 12 months with respect to any individual);
  - h. Job-skills training directly related to employment;
  - i. Education directly related to employment in the case of a family member who has not received a high school diploma or a certificate of high school equivalency;
  - j. A course of study leading to a certificate of general equivalency, in the case of a family who has not completed secondary school or received such a certificate.

7. Satisfactory full-time attendance at an accredited:
  - a. University, college or technical school;
  - b. 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.

### **8.3.1 CHANGE IN EXEMPTION STATUS**

In the case of loss of exemption, Community Service will be required effective the month following the loss of exemption regardless of the certification effective date. For example, if an employed resident loses their job in September, community service obligation begins in October.

In the case of new exemption, the exemption becomes effective the month the exemption is gained, regardless of certification effective date. For example, if a nonexempt resident becomes employed in September, exemption begins in September.

### **8.4 FAMILY OBLIGATIONS**

All adult family members (18 or older) must:

1. At lease execution or re-examination:
  - a. Provide documentation that they are exempt from the Community Service requirement if they qualify for an exemption, and
  - b. Sign a certification that they have received and read this policy, and understand if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease.
2. Report changes in exempt or non-exempt status to the CFHA within ten (10) calendar days of the change, and provide documentation supporting the change.
3. At least one hundred and twenty (120) days prior to annual reexamination of income or family composition, provide to the CFHA:
  - a. The completed community service tracking form of activities performed over the previous twelve (12) months. The form will include space for supervisors, instructors or counselors to certify to the number of hours contributed.
  - b. Additional documentation requested by the CFHA to verify the Community Service requirement has been met.
  - c. Documentation requested by the CFHA to verify exemption from the Community Service requirement.

## **8.5 THE PROCESS**

The CFHA will notify all family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will advise residents that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

The CFHA will make the final determination as to whether a family member is exempt from the Community Service requirement. Residents may use the CFHA Grievance Procedure if they disagree with the determination.

The CFHA will determine whether each applicable adult family member is in compliance with the community service requirement including household members whose status changed during the prior certification period.

Upon admission and at each interim and annual reexamination thereafter, the CFHA will provide the opportunity for family members to claim and document an exempt status. The CFHA will verify all claims for exempt status.

Family members not exempt from community service requirements at admission, at an annual reexamination or at any time a loss of exemption has been determined, will be provided:

1. A list of volunteer opportunities.
2. Information about obtaining suitable volunteer positions.
3. Volunteer timesheets to the family member(s). Instructions for the timesheet require the individual to complete the form and have a supervisor date and sign for each period of volunteer hours.

The CFHA will refer family members upon request to the Public Housing Manager or designee who will assist the family members in identifying appropriate volunteer positions, or will draft a self-sufficiency plan to meet their responsibilities. The Public Housing Manager or designee will track the family member's progress monthly and will meet with the family member as needed to encourage compliance.

## **8.6 NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The CFHA will notify any family member found to be in noncompliance with all or a portion of the community service requirement that:

1. The family member(s) has been determined to be in noncompliance;
2. The reason for the noncompliance;

3. The lease will be terminated or the family member must enter into an agreement with the CFHA to make up the deficient hours over the next twelve (12) month period, even if their status has changed to exempt;
4. If at the next annual reexamination, the family member is not compliant, the CFHA will not renew the lease and the entire family will have to vacate the unit unless the noncompliant member agrees to move out of the unit; and
5. The determination is subject to the grievance procedure.

#### **8.6.1 OPPORTUNITY FOR CURE**

If the family has not completed the community service requirements, the CFHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement will state that:

1. The family member(s) agrees to enter into an approved economic self-sufficiency program or to contribute to community service to make up the hours for the previous twelve (12) month period. The number of hours that the family member is deficient will be stated.
2. The cure shall occur over the 12-month period beginning with the first of the month following the date the agreement is signed.
3. The resident must also stay current with the current year's community service requirement.
4. The first hours of service earned will be credited to the past year's commitment until the past year's commitment is complete. Subsequent hours of service will be credited to the current year's community service requirement.
5. Community service compliance will be tracked on an annual basis.

If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the CFHA to make up the deficient hours over the next twelve (12) month period.

If the noncompliant family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the CFHA will take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

If the noncompliant family member accepts the terms of the agreement they will be determined to be in compliance as long as they abide by the terms of the agreement.



## 9 RECERTIFICATION/REEXAMINATION

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At least annually, the CFHA will conduct a reexamination of family income and/or circumstances. The results of the reexamination determine:

1. The rent the family will pay;
2. Whether the family is housed in the correct unit size;
3. Whether the family is in compliance with the community service requirements; and
4. Whether the family continues to meet occupancy requirements related to criminal background.

All families are annually given the choice of paying income-based rent or flat rent. The reexamination process depends on the family's choice of rent.

1. Families that choose the income method complete an annual process that determines their income and rent, and examines family composition and compliance with community service and criminal background requirements.
2. Families on the flat rent complete an annual process to examine family composition and compliance with community service and criminal background requirements; income is reexamined every three years.

All families may also be required to have an interim reexamination if changes occur between annual reexaminations.

### 9.1 FAMILIES ON THE INCOME METHOD

Each year prior to their anniversary date, the CFHA will send a recertification letter and packet to the family. The letter will include:

1. Forms for the family to complete and return to the CFHA.
2. The option of selecting either the flat rent or income method. The opportunity to select the flat rent is available only at this time.
  - a. Regardless of the rent method chosen, families must return all forms in the packet in preparation for a recertification appointment. Partially completed packets will not be accepted.
3. Instructions for families who may need to make alternate arrangements due to a disability, including how to contact staff to request an accommodation of their needs.
4. Instructions for rescheduling the appointment if necessary.

## **9.2 FAMILIES ON FLAT RENT**

Each year prior to their anniversary date, the CFHA will send a recertification letter and packet to the family. The letter will include:

1. Forms for the family to complete and return to the CFHA.
2. The option of selecting either the flat rent or income method.
  - a. Families electing to continue the flat rent must return all forms to the CFHA. Copies of the forms will be mailed back to the family and no appointment will be scheduled.
  - b. Families electing the income-based method or who are not sure must return all forms except the lease addendum within ten (10) calendar days. The CFHA will send a full application with further instructions and an appointment will be scheduled.
3. The amount of the flat rent.
4. Information explaining that a family may request to have a reexamination to choose the income-based method at any time for the following reasons. Once a family returns to the income-based method during their “lease year” they cannot go back to a flat rent until their next regular annual reexamination.
  - a. The family’s income has decreased.
  - b. The family’s circumstances have changed increasing their expenses for childcare, medical care, etc.
  - c. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
5. The dates upon which the CFHA expects to review the amount of the flat rent, and the approximate rent increase the family could expect, if known.
6. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
7. Instructions for families who may need to make alternate arrangements due to a disability, including how to contact staff to request an accommodation of their needs.
8. Instructions for rescheduling the appointment if necessary.

## **9.3 RECERTIFICATION APPOINTMENT**

Upon return of the packet, an appointment will be scheduled for families choosing to pay an income-based rent and families that think they may want to switch from a flat rent to an income-based rent. All family members age eighteen (18) or older must attend the

appointment. The family must bring to the appointment any information necessary to complete the verification and recertification process.

Prior to the appointment, the CFHA will:

1. Verify all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's annual income and calculate their total tenant payment;
2. Examine whether all non-exempt adult family members are in compliance with community service requirements; and
3. Perform a criminal background check.

During the appointment, the CFHA will:

1. Inform the family of the results of the rent calculation under both the income method and flat rent. The family can make their final decision regarding which rent method they will choose.
2. Determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list;
3. Execute an agreement to cure community service compliance, if necessary; and
4. Discuss the results of the criminal background check.
5. Execute the lease addendum if the family continues to be eligible for assistance.

#### **9.4 MISSED APPOINTMENTS/FAILURE TO PROVIDE DOCUMENTATION**

If the family fails to respond to the letter and/or fails to attend the appointment, a second letter will be mailed. The second letter will advise of a new time and date for the appointment, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled appointment or to provide required documentation will result in the CFHA taking eviction actions against the family.

#### **9.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

##### **9.5.1 RENT INCREASE**

Advance notice of a tenant rent increase is mailed to the family at least thirty (30) calendar days prior to the scheduled effective date of the rent increase.

Rent increases are effective on the anniversary date, unless a 30-day advance notice cannot be issued. When a 30-day advance notice cannot be issued the rent increase will be delayed to the following month unless the delay in notification was caused by an action or inaction of the family.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in reexamination processing, the rent increase will be effective on the anniversary date. The CFHA will provide 30-days' notice of the rent increase and any back rent will be collected by the CFHA.

### **9.5.2 RENT DECREASE**

Rent decreases are effective on the anniversary date. Delays in processing caused by an action or inaction of the family will be effective the first of the month after the rent amount is determined. However, an interim reexamination may be required.

### **9.6 INTERIM REEXAMINATIONS**

Interim reexamination is triggered by the following changes between regular examinations. Families are required to report these changes to the CFHA within ten (10) calendar days. If the family's rent is being determined under the income method, these changes will trigger an interim income reexamination.

1. A member has been added to the family through birth or adoption or court-awarded custody;
2. A household member is leaving or has left the family unit;
3. An unemployed household member age 18 or over becomes employed;
4. The student status of a household member age 18 or over changes;
5. For families paying the minimum rent or receiving a utility reimbursement, any increase in income or deductions; and
6. For families on the income method:
  1. Consistent increase in income of \$200 or more per month that will result in a cumulative increase of \$2,400 per year; and/or
  2. Consistent decrease in deductible expenses of \$200 or more per month that will result in a cumulative decrease of \$2,400 per year.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the CFHA will take timely action to process the interim reexamination and recalculate the family share.

During an interim reexamination, only information affected by the changes being reported will be reviewed and verified.

#### **9.6.1 ALTERNATE YEAR, SEASONAL EMPLOYEES AND SHORT-TERM CHANGES IN INCOME**

Where the CFHA can reasonably project the start and end of employment (i.e. educators, school yard supervisors; sports concession operators) or income is temporarily reduced due to vacation, illness or scheduled business closures, the CFHA will utilize the best available information to annualize income, and will not process an interim reexamination during standard “non-work” periods unless the individual resigns from the position, or receives notice that he/she has been terminated.

#### **9.6.2 ADDING A HOUSEHOLD MEMBER**

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. The only people who will be considered to be added as household members are:

1. Minor children of a household member, spouse or significant other of the Head of Household;
2. Single Adult Children without children where extenuating circumstances exist; or
3. Other blood relatives with documented medical or disability needs.

Before adding the new member to the lease:

1. The household must complete a change report stating their income, assets, and all other information required of an applicant;
2. The individual must provide their Social Security number if they have one;
3. The individual must verify their citizenship/eligible immigrant status; their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family; and
4. The individual will go through the same screening process as applicants, including a personal record check, and criminal and sex offender checks.

The CFHA will determine the eligibility of the individual before allowing them to be added to the lease.

1. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review.
2. If the individual is found to be eligible and does pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income and rent will be recalculated taking into account the circumstances of the new family member.

Adult children, parents or siblings with or without children may request visitor status for up to sixty days (reviewed on a case by case basis) to accommodate special situations. Such visitors must sign an agreement agreeing to leave the unit within sixty days and acknowledging that they hold no rights under the lease.

#### **9.6.2.1 REQUEST FOR A LIVE-IN AIDE**

A request for a live-in aide will be processed in accordance with the CFHA reasonable accommodation policy.

### **9.7 SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the CFHA may schedule special reexaminations every sixty (60) calendar days until the income stabilizes and an annual income can be determined.

Families who are on welfare, are self-employed or have a sporadic employment pattern (unemployment-employment-unemployment-employment, etc.) will not be given a special reexamination. If a sporadic employment pattern has been established and is expected to continue, then a reasonable 12-month estimate of income may be based upon past income and present rate of income.

### **9.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

#### **9.8.1 RENT INCREASE**

Rent increases based on family changes reported and verified by the 25<sup>th</sup> of the month will be effective the second month following the month in which the reexamination is completed. For example, a rent increase would be effective March 1<sup>st</sup> for a special or interim reexamination completed by January 25<sup>th</sup>.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in reexamination processing, then the rent increase will be effective on the date it would have been effective, even if this means a retroactive increase. A collection notice may be issued to the family for back rent due.

### **9.8.2 RENT DECREASE**

Rent decreases based on family changes reported and verified by the 25<sup>th</sup> of the month will be effective the following month. For example, a rent decrease would be effective March 1<sup>st</sup> for a special or interim reexamination completed by February 25<sup>th</sup>.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in reexamination processing, then the rent decrease may not be made retroactive.

If any delay in reexamination processing is beyond the control of the family, the rent decrease will be retroactive to the first of the month after the interim reexamination should have been completed. The resident will be given the choice of a refund or a credit to the resident's account. If the resident owes the CFHA money, the resident debt will be offset to the degree possible before the resident chooses between the two refund methods.

### **9.9 CFHA ERRORS IN RENT CALCULATION**

If at any time an error is discovered in the CFHA rent calculation and:

1. The error results in a rent increase:
  - a. The family will not be charged retroactively.
  - b. The rent increase will become effective the first of the month after 30-day notice of rent increase is provided to the resident.
2. The error results in a rent decrease:
  - a. The resident will be given the choice of a refund for the amount of the overcharge going back a maximum of twenty-four (24) months. If the resident owes the CFHA money, the resident debt will be offset to the degree possible.
  - b. The refund will be given to the participant within thirty (30) days.
  - c. The rent decrease will become effective the first of the following month.

## **9.10 OVER-INCOME HOUSEHOLDS**

An over-income family is a family whose income exceeds 120% of the Area Median Income (AMI) and includes families on Flat Rent. A family identified as over-income for 24 consecutive months is considered ineligible and must pay the higher of the current Fair Market Rent or the rent as determined by HUD guidelines.

When a family is identified as over-income at any Interim or Annual Recertification, the CFHA will notify the family that they are over-income, and that if the family's income continues to exceed the over-income limit for the next 24 consecutive months, the family will be subject to the higher rent. The notice will also state when family income will next be reexamined.

If no interim income changes are reported by the family, income will be reexamined twelve (12) months following the initial determination of over income. If the family continues to be over-income, the CFHA will notify the family that their income has exceeded the over-income limit for 12 months, and that if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to the higher rent.

If no interim income changes are reported by the family, income will be reexamined after twelve (12) months following the second determination of over income. If the family continues to be over-income, the CFHA will notify the family that they are determined ineligible and will provide 30-day's notice that their rent will be raised to the higher rent. The rent increase will be executed through a Lease Amendment. When the family becomes ineligible, they are no longer subject to change reporting or recertification requirements.

Annually when Fair Market Rents are released, the CFHA will provide 30-day's notice to ineligible over-income families that their rent will be changed to the higher of the current Fair Market Rent or the rent as determined by HUD guidelines. Rent changes will be executed through a Lease Amendment.

If at any time during the 24-month period, the family's income changes to below 120% of the AMI, the family will remain eligible. If family income later increases and the family is determined over-income, a new 24-month period is started.



## 10 UNIT TRANSFERS

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The objectives of the Transfer Policy are to:

1. Address emergency situations including safety concerns of victims of domestic violence, dating violence, sexual assault or stalking.
2. Fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
3. Facilitate a relocation when required for modernization or other management purposes.
4. Facilitate relocation of families with inadequate housing accommodations.
5. Eliminate vacancy loss and other expenses due to unnecessary transfers.

Unit transfer policies and procedures are to be used as a guide to ensure fair and impartial means of assigning units for transfers. These policies and procedures do not create a property right or any other type of right for a tenant to transfer or refuse to transfer.

### 10.1 CATEGORIES OF TRANSFERS

There are five categories of transfers:

1. **Category A: Emergency transfers.** These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, the safety of a victim of domestic violence, dating violence, sexual assault or stalking, or a law enforcement matter particular to the neighborhood.
2. **Category B: Reasonable Accommodation.** These transfers are necessary to permit a family that needs accessible features to move to or into a unit with the needed feature(s) as recommended by a physician. Reasonable Accommodation transfers include residents required by the CFHA to transfer out of a unit with accessible features that are not necessary for the family.
3. **Category C: Demolition, Disposition, Revitalization or Rehabilitation.** These transfers permit the CFHA to demolish, sell or conduct major revitalization or rehabilitation work at a building or site.
4. **Category D: Occupancy Standards.** These transfers are made to help meet certain CFHA occupancy goals, and to correct occupancy standards where the unit size is inappropriate for the size and composition of the family. These transfers will be

prioritized based on severity of the over/under housed situation. To the extent possible, or unless requested by the family transfers between developments will be avoided.

5. Category E: Incentive Transfers as described below.

### **10.1.1 INCENTIVE TRANSFERS**

Incentive transfers will be offered solely at the discretion of the CFHA to families living in multifamily developments to give them the opportunity to transfer to scattered-site housing, or to give families residing in multiple-unit complexes the opportunity to move to 2-bedroom single-family homes at Brannen Homes. Families approved for such transfers will meet the following eligibility criteria prior to being considered for a specific unit:

1. Have been a tenant for three (3) years;
2. Adult members not exempt from community service are current in these responsibilities for one (1) year;
3. Is current in the payment of all charges owed to the CFHA and has not paid rent late more than once during the past twelve (12) months;
4. Passes a current housekeeping inspection and does not have any record of housekeeping problems during the past twelve (12) months; and
5. Has not materially violated the lease during the past twenty-four (24) months by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or CFHA staff.

### **10.2 TRANSFER WAITING LIST**

The CFHA maintains a transfer waiting list. Transfers are sorted by the above categories and within each category by date and time.

1. Transfers in categories A, B and C will be housed ahead of any other families, including those on the applicant waiting list.
2. Transfers in category A will be housed ahead of transfers in category B.
3. Transfers in category D will be housed as agreed upon by the Public Housing Occupancy and Maintenance Departments with a limit of one transfer per development every 45 days.
4. Transfers in category E will be housed only with the approval of the Public Housing Manager.

### **10.3 FAMILY ACCEPTANCE OF A TRANSFER OFFER**

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) business days of being informed the unit is ready to rent. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

### **10.4 FAMILY REJECTION OF A TRANSFER OFFER**

1. If the transfer is being made at the family's request, and the family rejects with good cause any unit offered, they will not lose their place on the transfer list.
  - a. Rejection of an offer by a resident requesting an Emergency Transfer under VAWA because the resident does not feel the unit offered is safe will be considered good cause.
2. If the transfer is being made at the request of the CFHA and the family rejects an offer without good cause, the CFHA will take action to terminate their tenancy.
  - a. If the reason for the transfer is that the current unit is too small to meet the CFHA optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
3. If the transfer is being made at the family's request, and the family rejects the offer without good cause, the family's name will be removed from the transfer list.

### **10.5 COST OF THE FAMILY'S MOVE**

The reasonable cost of transfers includes:

1. The cost of packing, moving and unloading; and
2. The cost of disconnecting and reconnecting any resident-paid services such as telephone and cable television.

The cost of the move will be paid by the family:

1. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
2. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

3. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved. The family without disabilities signed a statement to this effect prior to accepting the accessible unit; or
4. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the move will be paid by the CFHA:

1. When the transfer is needed in order to carry out demolition, disposition, revitalization or rehabilitation activities.
2. When action or inaction by the CFHA has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

#### **10.5.1 TRANSFER SECURITY DEPOSITS**

The CFHA will require a security deposit for the new unit based on the current security deposit for the unit size to be occupied. The security deposit from the prior unit will be transferred to the new unit. If the security deposit for the new unit is less than the security deposit for the prior unit, the difference will be refunded to the family. If the security deposit for the new unit is greater than the security deposit for the prior unit, the family must pay the difference.

The CFHA will conduct a move-out inspection of the old unit to determine what charges, if any, will be the responsibility of the family.

## 11 INSPECTIONS

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Inspections will be conducted by any authorized representative of Clark Homes to ensure the units and properties are being maintained in a decent, safe, and sanitary manner and meet the requirements of the US Department of Housing and Urban Development. Inspections are not for the purpose of investigating household composition, criminal activity or other lease violations unrelated to the condition of the unit. The condition of the unit and premises will be documented in writing and may also be documented with photos and/or video. Inspections will be limited to the physical building and components. Residents' belongings are not to be inspected.

CFHA staff will not enter a unit where minors are present without an adult. When CFHA is scheduled to enter a unit and minors are present without an adult, the resident is determined to have denied access to the unit.

### 11.1 MOVE-IN INSPECTIONS

The purpose of the move-in inspection is to document the condition of the unit and premises prior to the family signing the lease and to note any defects that may exist. The CFHA and an adult member of the family will inspect the unit prior to signing the lease.

1. Both parties will sign a written statement of the condition of the unit.
  - a. By signing the statement of condition, the family is accepting the unit, including any defects that may have been identified.
2. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.
3. A follow-up inspection will be made 45 days after the initial move-in date.

#### 11.1.1 WHEN DEFECTS ARE IDENTIFIED

If defects are identified that do not pose a hazard or limit the use of the unit, the family will be allowed to take possession of the unit and the CFHA will schedule the repairs to be completed within 30 days of occupancy.

### 11.2 HOUSEKEEPING INSPECTIONS

The purposes of housekeeping inspections are to ensure the unit meets CFHA standards and the family is maintaining the unit in a safe and sanitary condition.

1. Housekeeping inspections are conducted by the CFHA annually.

2. Additional housekeeping inspections will be conducted if it is discovered the resident is failing to maintain the unit in a safe and sanitary condition.
3. When deficiencies related to CFHA standards are discovered, work orders will be submitted and completed to correct any deficiencies.
4. If present, the resident will be required to sign the housekeeping inspection report.

### **11.3 PREVENTIVE MAINTENANCE INSPECTIONS**

The purpose of preventive maintenance inspections is to keep the unit in good repair. The preventive maintenance inspection checks: weatherization; the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; and for leaks. It also provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

Preventive maintenance inspections are typically conducted along with the annual housekeeping inspection, and may be conducted at other times.

### **11.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the CFHA, or as a result of an unsatisfactory preventative maintenance or housekeeping inspection. A resident may be placed on a regular special inspection schedule as a result of repeated unsatisfactory preventative maintenance or housekeeping inspections.

### **11.5 EMERGENCY INSPECTIONS**

If an employee or agent of the CFHA has reason to believe an emergency exists within the housing unit, the unit may be entered without notice. The person(s) entering the unit will leave a written notice to the resident stating the date and time the unit was entered, and the reason why it was believed necessary to enter the unit.

### **11.6 PRE-MOVE-OUT INSPECTIONS**

When a resident gives notice that they intend to move, the CFHA will offer to schedule a pre-move-out inspection with the family. The inspection allows the CFHA to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the CFHA to ready units more quickly for the future occupants.

### **11.7 MOVE-OUT INSPECTIONS**

The CFHA conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present.

This inspection becomes the basis for any charges that may be assessed against the resident's security deposit. The CFHA will furnish a statement of any charges made against the resident's security deposit provided the resident turns in the proper notice under the lease.

### **11.8 NOTICE OF INSPECTION**

The CFHA will give the resident at least two (2) calendar days written notice for annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections.

The CFHA allows service animals, assistance animals and common household pets in CFHA developments. The resident assumes full responsibility and liability for the animal/pet and agrees to hold the CFHA harmless from any claims caused by an action or inaction of the animal/pet. Residents must enter into a pet agreement or service animal agreement with the CFHA, as applicable.

This policy applies to common household pets that are not service animals or assistance animals. CFHA policies regarding service animals and assistance animals are described below.

### **12.1 COMMON HOUSEHOLD PETS**

Only domesticated animals such as a cat, bird, fish in aquariums or a turtle will be allowed in CFHA units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact. If a female is not spayed and has offspring, the resident will be in violation of this rule.

#### **12.1.1 PET APPROVAL/DISAPPROVAL**

Residents must have the prior written approval of the CFHA before moving an animal or pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the CFHA will approve the request.

Residents must give the CFHA a picture of the animal/pet so it can be identified if it is running loose. If the animal is not an adult, a picture of the animal must be provided when the animal reaches one year of age.

If the CFHA disapproves a pet, a written notification will be sent to the resident. The notice will state the reason(s) for disapproval and inform the family of their right to appeal the decision in accordance with CFHA grievance procedures.

#### **12.1.1.1 INOCULATIONS AND LICENSE**

Prior to approval of a pet, the resident must provide documentation signed by a licensed veterinarian or state/local authority that the pet has been appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances.



On an annual basis, the resident must provide proof of inoculation and current license to the CFHA if such is required under state or local law. Failure to do so will result in removal of the pet from the household.

Residents must also comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements.

## **12.2 PET AGREEMENT**

Residents who have been approved to have a pet must enter into a pet agreement. If the resident refuses to enter into a pet agreement, the CFHA will withdraw approval of the pet.

The pet agreement/lease addendum is the resident's certification that he/she:

1. Has received a copy of the CFHA pet policy, has read and understands the policy, and agrees to comply with the policy; and
2. Understands that noncompliance with the pet policy may result in CFHA withdrawing approval of the pet or termination of tenancy.

## **12.3 FINANCIAL OBLIGATION OF RESIDENTS**

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for:

1. Any damages caused by the pet.
2. Fumigation or extermination costs due to any pet-related insect infestation in the pet owner's unit.
3. Removal of a pet, if necessary.
4. Waste disposal charges, if necessary.

## **12.4 NUISANCE OR THREAT TO HEALTH OR SAFETY**

No animal will be allowed or permitted to remain that constitutes a nuisance or threat to CFHA staff or residents or detracts from any neighbor's quiet enjoyment of their home.

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Residents owning cats must maintain waterproof litter boxes for cat waste inside the unit. Refuse from litter boxes must not accumulate or become unsightly or unsanitary. Litter must be disposed of in an appropriate manner. Litter must not be flushed down the toilet.

Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night are considered a nuisance.

Repeated substantiated complaints by neighbors or CFHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet, Notice of Lease Termination and/or eviction.

#### **12.5 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of service and assistance animals no pets are allowed in the community room, community room kitchen, public bathrooms, lobby, hallways or office in any of our sites.

#### **12.6 UNATTENDED PETS**

Pets may not be left unattended in a dwelling unit for over twenty-four (24) hours. If the pet is left unattended and no arrangements have been made for its care, the CFHA has the right to enter the premises and take the uncared-for pet to be boarded at a local animal care facility at the total expense of the resident.

#### **12.7 REMOVAL OF PETS**

The CFHA, or an appropriate community authority, will require the removal of any pet from if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project, other persons in the community where the project is located, or CFHA staff and contractors.

The pet owner will be required to designate an emergency caregiver for the pet. In the event of illness or death of the pet owner, or in the case of an emergency that would prevent the pet owner from properly caring for the pet, the CFHA may call the emergency caregiver designated by the resident to take the pet and care for it until family or friends claim the pet and assume responsibility for it.

In the event the emergency caregiver is unable or unwilling to take the pet and care for it, or the CFHA is unable to reach the emergency caregiver, the CFHA will contact local authorities and request removal of the pet.

Any expenses incurred will be the responsibility of the pet owner.

## **12.8 MISCELLANEOUS RULES**

1. Residents must take appropriate actions to protect their pets from fleas and ticks.
2. Pets cannot be kept, bred or used for any commercial purpose.
3. Pet owners may not alter their unit, premises or common areas to create an enclosure or cage for any animal. Installation of pet doors is prohibited.
4. A pet owner shall physically control or confine his/her pet during the times when CFHA employees or agents must enter the pet owner's unit to conduct business, provide services, enforce lease terms, etc.
5. Visiting pets and pet sitting are not allowed under any circumstances.
6. Pets may not be tethered or chained inside or outside the unit.
7. If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the CFHA property within 24 hours of written notice. The pet owner may also be subject to termination of his/her dwelling lease.
8. The CFHA grievance procedures are applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

## **12.9 PET POLICY VIOLATIONS**

Violation of any pet rules and/or lease addendum will be considered a breach of the lease. An animal or pet owner who violates this policy may be required to remove his/her pet from the development within 10 calendar days of written notice from the CFHA. The pet owner may also be subject to termination of his/her dwelling lease and eviction.

## **12.10 SERVICE ANIMALS AND ASSISTANCE ANIMALS**

Neither service animals nor assistance animals are pets and are not subject to CFHA pet policies.

### **12.10.1 SERVICE ANIMALS**

The Americans with Disabilities Act (ADA) narrowly defines a service animal as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals are permitted when the animal is required because of a disability and the animal is trained to do work or perform tasks for an individual with a disability.

The Arizona Revised Statutes also define service animal. Under Arizona Law, a service animal is one that performs work or tasks directly related to the individual's disability. Work or tasks

include assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities and helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort or companionship do not constitute work or tasks.

For an animal to be considered a service animal and excluded from the pet policy, it must be a trained dog and there must be a person with disabilities in the household who requires the dog's services.

#### **12.10.1.1 SERVICE ANIMAL APPROVAL/DISAPPROVAL**

Residents requesting a service animal will be asked only:

1. If the animal is a service animal required due to a disability; and
2. What tasks the animal has been trained to perform.

The CFHA will deny a request for a service animal in limited circumstances:

1. The animal is out of control and the handler does not take effective action to control it;
2. The animal is not housebroken; or
3. The animal poses a direct threat to health or safety that cannot be eliminated or reduced by a reasonable modification of other policies.

If the animal does not qualify as a service animal under the ADA, the residents may request a reasonable accommodation to possess an assistance animal in a public housing dwelling unit under the CFHA reasonable accommodation policy.

#### **12.10.2 SERVICE ANIMAL AGREEMENT**

Residents who have been approved to have a service animal must enter into a service animal agreement. If the resident refuses to enter into a service animal agreement, the CFHA may withdraw approval of the service animal.

### **12.10.3 ASSISTANCE ANIMAL**

An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.

For an animal to be considered an assistance animal and excluded from the pet policy, there must be a person with disabilities in the household, and the family must request a reasonable accommodation under the CFHA reasonable accommodation policy.

#### **12.10.3.1 ASSISTANCE ANIMAL APPROVAL/DISAPPROVAL**

A person with a disability is not automatically entitled to have an assistance animal. Residents may request a reasonable accommodation to possess an assistance animal in a public housing dwelling unit under the CFHA reasonable accommodation policy. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

The CFHA will deny a request for an assistance animal when there is reliable objective evidence:

1. The animal poses a threat to the health and safety of others; or
2. The animal would cause damage to the property or to property of other.

### **12.10.4 CARE AND HANDLING OF SERVICE AND ASSISTANCE ANIMALS**

Residents must:

1. Care for service and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.
2. Ensure the service or assistance animal does not pose a threat to the health or safety of others, disturb their neighbors, or cause physical damage to the development, dwelling unit, or property of others.
3. Ensure the service or assistance animal has received inoculations and is licensed. A tag bearing the resident's name and phone number and the date of the latest rabies inoculation will assist the CFHA in identifying the animal if necessary and ensuring the animal is inoculated and licensed.

## 13 REPAYMENT/PAYMENT AGREEMENTS

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When a resident owes the CFHA back charges and is unable to pay the balance by the due date, the resident may request that the CFHA allow them to enter into a Repayment Agreement. All requests for a Repayment Agreement must be submitted in writing with documentation supporting the request. The CFHA has the sole discretion of whether to accept such an agreement. The CFHA will respond in writing either approving the request or if disapproving the request, the reasons for the disapproval.

The CFHA will only agree to the following terms at a minimum. The Repayment agreement must:

1. Be in writing and signed by both parties; and
2. Assure that the full payment is made within a period not to exceed twelve (12) months with a minimum payment of at least \$50 per month. Residents may receive a longer time period of up to 24 months only by approval of the Public Housing Manager.

Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures.

Families may not have more than one repayment agreement at a time. Any request to combine repayment agreement with new charges must be approved by the Public Housing Manager.

If a resident is unable to pay their rent to the Flagstaff Housing Authority by the due date, the resident may request that the Flagstaff Housing Authority allow them to enter into a Payment Agreement. The Flagstaff Housing Authority has the sole discretion of whether to accept such an agreement. All Payment Agreements must assure that the full payment is made within a period not to exceed three (3) months. All Payment Agreements must be in writing and signed by both parties. Failure to comply with the Payment Agreement terms may subject the resident to eviction procedures.

Payment Agreements are allowed for families whose rent is the minimum rent of \$50 and has been abated for a temporary period.

Payment Agreements are allowed for rent payments based on the following conditions:

- A. Serious injury to the wage earner;
- B. Death within the immediate family;
- C. Emergency and excessive medical expenses;
- D. Cost of Pest Control
- E. Cost to repair criminal damage when a police report is present to support the claim
- F. Other extenuating circumstances subject to the approval of the Director of Housing Programs.

The above-listed conditions for rent payments must be reported within three (3) working days after the incident occurred, accompanied by written documentation from a physician, written statements from social service or counseling agencies, proof of medical billings, etc., to validate the written request.

## 14 TERMINATION

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The CFHA may at any time terminate the lease for material noncompliance with the lease, including but not limited to:

1. Nonpayment of rent or other charges;
2. A history of late rental payments;
3. Any activity by the resident, member of the resident's household or guest of the resident that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, CFHA employees or contractors, or persons residing in the immediate vicinity of the premises;
4. Any family member has engaged in or threatened abusive or violent behavior toward CFHA personnel, residents or employees of any contracted services on behalf of the CFHA. Abusive or violent behavior includes verbal as well as physical abuse or violence, use of racial epithets, or other language, written or oral, that is customarily used to intimidate. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
5. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
6. Failure to keep appointments.
7. Failure to provide required documentation.
8. Failure to allow inspection of the unit;
9. Failure to maintain the unit in a safe and sanitary manner;
10. Assignment or subletting of the unit;
11. Use of the premises for purposes other than as a dwelling unit (other than for CFHA approved resident businesses);
12. Destruction of property;
13. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
14. Non-compliance with Non-Citizen Rule requirements;
15. Failure to perform required community service or be exempted from community service;
16. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the CFHA;



17. Disconnecting a smoke detector in any manner, removing any batteries from a smoke detector or failing to notify the CFHA if the smoke detector is inoperable for any reason;
18. Violation of the smoke free policy required by HUD;
19. Any family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
20. The manufacture of methamphetamine on the premises of the CFHA or on the premises of any other federally assisted housing
21. Any violent or drug-related criminal activity by the resident or member of the resident's household;
22. Any violent or drug-related criminal activity on the premises by any other person under the resident's control;
23. Alcohol abuse that the CFHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
24. Any household member is subject to a lifetime registration requirement under a State sex offender registration program.
25. Determination that a household member is illegally using a drug (including medical marijuana) or when the CFHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
26. Criminal activity as shown by a criminal record; and
27. Death of the sole family member on the lease.
  - a. If a live-in aide resides in the unit, the live-in aide will be given the shorter of fifteen calendar days or expiration of rent that has been paid to vacate the premises. If the death was discovered through the EIV deceased tenant report, immediate action will be taken to recover possession of the unit.
  - b. If an executor or responsible person is known they will be given until the later of fifteen calendar days or expiration of rent that has been paid to remove belongings or vacate the premises. Every attempt will be made to ascertain who the executor or responsible person; if none is found the unit will be treated as abandoned.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the CFHA will consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to

which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

If the CFHA proposes to terminate the lease for criminal activity as shown by a criminal record, the CFHA will notify the household of the proposed action and provide the opportunity to view the criminal record before proceeding. The tenant will be given an opportunity to dispute the accuracy and relevance of the record. If the CFHA proceeds with lease termination, the tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.

The CFHA will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

#### **14.1 TERMINATION BY THE TENANT**

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

#### **14.2 TERMINATION NOTICE**

The CFHA will provide a family with prompt written notice that will include:

1. A brief statement of the reason(s) for the decision;
2. The effective date of the proposed termination.
3. The family's right, if they disagree, to grieve the termination in accordance with the CFHA grievance policy;
4. HUD Form 5380 Notice of Occupancy Rights Under the Violence Against Women Act and HUF Form 5382 Certification;
5. The right to request a reasonable accommodation; and
6. A statement that if any resident is remaining in the unit on the termination date, the CFHA may seek enforcement of the termination in court.

The notice will be sent by first-class mail to the unit address. A copy of the notice will also be delivered to any adult answering the door; if no adult answers the door, the notice may be placed under or through the door, or affixed to the door. ? Certified mail?

### **14.3 RETURN OF SECURITY DEPOSIT**

After a family moves out, the CFHA will return the security deposit or give the family a written statement of why all or part of the security deposit is not being returned. The security deposit, statement, or both will be deposited in the U.S. mail with first class postage paid within fourteen (14) business days.

The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

### **14.4 ABANDONMENT**

The CFHA will consider a unit to be abandoned when a resident has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a CFHA representative will:

1. Enter the unit;
2. Dispose of all trash, debris and perishable items; and
3. Remove any abandoned personal property. An inventory of abandoned personal property, including pictures, may be taken.

Abandoned personal property will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold or disposed of. If the CFHA does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the personal property is estimated at less than the estimated cost of storage and selling the abandoned property, the CFHA will mail a notice of the sale or disposition to the resident and then wait ten (10) calendar days. Family pictures, keepsakes, and personal papers will not be sold or disposed of until ten (10) calendar days after the CFHA mails the notice of abandonment.

If the estimated value of the personal property is more than the estimated cost of storage and selling the abandoned property, the CFHA will mail a notice of the sale or disposition to the resident and then wait twenty (20) calendar days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

If the resident intends to claim the personal property, the resident must notify the CFHA before the date of disposition. To reclaim the personal property, the resident must pay the CFHA the cost of removal and storage of the property.

Any money raised by the sale of the property will first be used to cover money owed by the family to the CFHA, such as back rent and the cost of storing and selling the goods. Any remaining money will be mailed to the family if the family's forwarding address is known the CFHA. If the family's address is not known, the CFHA will keep the remaining money for the resident for one year. If it is not claimed within that time, it belongs to the CFHA.

Money held by the CFHA as a security deposit will first be applied to any accrued rent or charges, damages, and other costs incurred by the CFHA as a result of the abandonment. Any remaining security deposit will be returned to the family within thirty (30) calendar days of learning of an abandonment; a statement of charges against the security deposit will be provided to the family.

## APPENDIX 1 REASONABLE ACCOMMODATION POLICY

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Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the City of Flagstaff Housing Authority (CFHA) housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how applicants, tenants and program participants can request accommodations and the guidelines the CFHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the CFHA will ensure that all pre-applicants, applicants, tenants and program participants are aware of the opportunity to request reasonable accommodations. FHEO Notice 2020-01 may be used as a guide in determining processing these requests.

Requests for reasonable accommodation may be made by applicants, tenants and program participants at any time. Requests may also be made by a person designated by the applicant, tenant or program participant to request the accommodation on their behalf.

### IMPORTANT DEFINITIONS

Person with a disability as defined by the Fair Housing Act for the purpose of reasonable accommodation is a person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition.)

Reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that is necessary for an individual with a disability to have an opportunity to participate in, and benefit from, a program or activity.

Reasonable modification is a structural change made to existing premises necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity. This structural change does not necessarily imply that the entire unit will be modified to conform to the Uniform Federal Accessibility Standards (UFAS); the “modified” feature itself may not conform to the UFAS. Instead, the unit will be made “usable” to allow the qualified individual with a disability to have opportunity to participate in, and benefit from a program or activity.

Applicant is a family that has applied for admission to a program but is not yet a participant in the program.

Tenant is the person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Participant is family that has been admitted to the Section 8 Housing Choice Voucher program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the CFHA for the family (first day of initial lease).

A live-in aide is defined in 24 CFR § 5.403, which states that a live-in aide is a person who resides with one or more elderly persons, near-elderly persons or persons with disabilities and who is:

1. Determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a member of the assisted family and is not entitled to the HCV or to continued occupancy in a public housing unit as a remaining member of a family. Occasional, intermittent, multiple or rotating care givers who do not typically reside in the unit do not qualify as live-in aides.

#### **COMMUNICATION**

Information about requesting a reasonable accommodation is available on the CFHA website and is communicated to applicants and participants/tenants throughout the relationship with CFHA.

#### **SECTION 8 HOUSING CHOICE VOUCHER AND LOW-INCOME PUBLIC HOUSING APPLICANTS**

Persons with disabilities who require a reasonable accommodation in completing an application may request a reasonable accommodation:

1. Through the Haven Connect website at time of application;
2. By submitting a written request; or
3. By calling the CFHA to make special arrangements.

Referrals may be made to community agencies who may assist with the application process or personal assistance provided in the office as needed and upon request. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 711.

## **WAITING LIST PLACEMENT**

Requests for reasonable accommodation will be reviewed to ensure proper communication and placement on the waiting list where the accommodation is granted. If a specific unit modification, alternative method of communication or other accommodation is requested the request will be entered in the Accommodation Log.

## **SECTION 8 HOUSING CHOICE VOUCHER PROGRAM PARTICIPANTS, AND LOW-INCOME PUBLIC HOUSING**

Information about requesting a reasonable accommodation will be included with:  
Notifications of reexamination, inspection, an appointment, or eviction or termination; and  
Any notification requesting action by the participant or tenant.

## **QUESTIONS ASKED IN GRANTING THE ACCOMMODATION**

Is the requestor a person with disabilities?

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the CFHA will obtain verification that the person requesting the accommodation is a person with a disability.

Is the requested accommodation related to the disability?

If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the CFHA will obtain documentation that the requested accommodation is needed due to the disability. The CFHA will not inquire as to the nature of the disability.

Is the requested accommodation reasonable?

In order to be determined reasonable, the accommodation must meet two criteria:

1. Must not constitute a fundamental alteration to the CFHA business. The CFHA's business is housing. If the request would alter the fundamental business that the CFHA conducts, that would not be reasonable. For example, the CFHA would deny a request to have the CFHA do grocery shopping for a person with disabilities.
2. Must not create an undue hardship. Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the CFHA may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally, the individual knows best what it is he or she needs; however, the CFHA retains the right to be shown how the requested accommodation enables the individual to access or use the CFHA's programs or services.

If more than one accommodation is equally effective in providing access to the CFHA programs and services, the CFHA retains the right to select the most efficient or economic choice.

Does the accommodation enable the participant or tenant to materially violate essential lease terms or family obligations?

Any request for an accommodation that would enable to materially violate essential lease terms or program requirements will not be approved. Examples include allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

#### **REASONABLE MODIFICATION IN PUBLIC HOUSING**

The cost necessary to carry out approved requests, including requests for physical modifications to public housing units, will be borne by the CFHA if there is no one else willing to pay for the modifications. If another party pays for the modification, the CFHA will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications to a public housing unit at their own expense, the CFHA will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

#### **REASONABLE MODIFICATION IN THE SECTION 8 PROGRAM**

If a participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The CFHA does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible. The CFHA may, however, grant a higher payment standard for units where property owners make physical modifications for persons with disabilities so long as the payment standard does not exceed 110% of FMRs.

#### **VERIFICATION OF NEED FOR A REASONABLE ACCOMMODATION**

The CFHA may request documentation to verify that the person requesting an accommodation/modification is an eligible person with a disability and has a disability-related need for the requested accommodation. The CFHA will request only the documentation that is necessary to verify that the person requesting an accommodation is a person with a disability and has a disability-related need for the requested accommodation. The CFHA will not request



information regarding the individual's disability, or medical records, or information that is not related to the disability or the need for an accommodation.

The following are examples of persons who may provide verification that an individual qualifies as an individual with a disability and has the need for the requested accommodations (per FHEO Notice 2020-01):

1. Physician
2. Optometrist
3. Psychiatrist
4. Psychologist
5. Physician's assistant
6. Nurse practitioner, or nurse

### **PROCESSING REASONABLE ACCOMMODATION / MODIFICATION REQUESTS**

The CFHA strives to respond to all reasonable accommodation requests within twenty (20) business days of receipt. All decisions granting or denying requests for reasonable accommodations will be in writing.

When an incomplete request is received, the CFHA will notify the requestor of additional information needed within ten (10) business days of receipt of the request. A request will not be denied because of a lack of information or documentation. If the documentation is not provided by the reply date, the request's processing will be suspended until all documentation is received.

### **LIVE-IN AIDE REQUESTS**

The CFHA will approve a live-in aide, and may provide for an extra bedroom for that live-in aide, as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. A health care provider must document the need for a live-in aide.

The live-in aide must be identified by the family and approved by the CFHA prior to approval of an additional bedroom. The CFHA will not approve an additional bedroom or larger unit for an unidentified live-in aide. The CFHA will disapprove a particular person as a live-in aide if s/he:

1. Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
2. Has committed drug-related criminal activity or violent criminal activity;
3. Currently owes rent or other amounts to the CFHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act; or
4. Does not meet the definition of a live-in aide (24 CFR 5.403).

## **DENIAL OF REASONABLE ACCOMMODATION REQUEST**

Requested accommodations will not be approved if one of the following would occur as a result of the approval:

1. A violation of an applicable law;
2. A fundamental alteration in the nature of the CFHA program;
3. An undue financial and administrative burden to the CFHA;
4. A structurally impracticable alteration;
5. An individual is not a qualified individual with a disability; or
6. Verification of the need for a disability-related accommodation does not support the need for the requested accommodation.

The CFHA may offer an alternate accommodation, if one is available, to meet the needs of the requestor. If an alternate is accepted by the requestor, they will be required to document their acceptance.

If the request for accommodation is denied, the applicant, tenant, or representative will be notified in writing of the reasons for denial. The notification of the denial will provide the applicant or tenant / participant with information regarding the CFHA Administrative Grievance Procedures or Informal Review and Hearing Procedures.

### **ADMINISTRATIVE GRIEVANCE / INFORMAL REVIEW AND HEARING PROCEDURES FOR DENIED REASONABLE ACCOMMODATION REQUESTS.**

An applicant, tenant, or program participant may file a complaint in accordance with the CFHA Administrative Grievance Procedure or Informal Review and Hearing Procedures following formal determination by the CFHA.

An applicant, tenant, or program participant may also, at any time, exercise his or her right to appeal a CFHA decision through HUD or the United States Department of Justice.

## APPENDIX 2 CFHA DOMESTIC VIOLENCE POLICY

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This policy implements the requirements of the Violence Against Women Act (VAWA) with respect to the responsibilities of the CFHA regarding domestic violence, dating violence, sexual assault and stalking. This policy is applicable to all of the federally-subsidized housing programs administered or managed by the CFHA. Protections under this policy are available to applicants, tenants and participants who are victims regardless of sex, gender identity, sexual orientation, race, color, national origin, religion, familial status, disability or age.

An applicant for assistance or a tenant/participant receiving assistance will not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing as a direct result of the fact the applicant or tenant/participant has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant or tenant/participant otherwise qualifies for assistance.

### DEFINITIONS

The definitions in this section apply only to this policy.

1. **Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
2. **Adverse factor** refers to any factor that can be used as a basis for denying admission, terminating assistance or evicting a tenant.
3. **Affiliated Individual** means:
  - a. A spouse, parent, brother or sister, or child of that individual to whom the victim stands in the place of a parent or guardian (e.g. the affiliated individual is a person in the care, custody or control of that individual); or
  - b. Any individual, tenant or lawful occupant living in the household of that individual.
4. **Bifurcate** means to divide a lease as a matter of law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as

may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

5. **Bona fide Claim:** A *bona fide* claim of domestic violence, dating violence, sexual assault, or stalking must include incidents that meet the terms and conditions in the above definitions.
6. **Confidentiality:** Means that the CFHA will not enter information provided to the CFHA by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated in this policy.
7. **Dating Violence:** Violence committed by a person:
  - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - b. where the existence of such relationship shall be determined based on a consideration of the following factors:
    - i. the length of the relationship,
    - ii. the type of relationship,
    - iii. the frequency of interaction between the persons involved in the relationship.
8. **Domestic Violence:** Felony or misdemeanor crimes of violence committed by:
  - a. A current or former spouse of the victim,
  - b. A person with whom the victim shares a child in common,
  - c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
  - d. A person similarly situated to a spouse, or
  - e. Any other person against an adult or youth victim who is protected from that person's acts.
9. **Perpetrator:** A person who commits an act of domestic violence, dating domestic violence or stalking against a victim.
10. **Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

11. **Spouse or intimate partner of the victim** includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
12. **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - a. Fear for the person’s individual safety or the safety of others, or
  - b. Suffer substantial emotional distress.

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

Under the Violence Against Women Act (VAWA), applicants, residents and participants in all City of Flagstaff Housing Authority (CFHA) programs have the following specific protections:

1. An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence by either the CFHA or the owner or property manager.
2. The CFHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. Also, the owner or property manager may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without evicting other victimized lawful occupants. This is true even if the household member is not a signatory to the lease. Under VAWA, the CFHA, the owner or property manager are granted the authority to bifurcate the lease.
3. The CFHA, owner or property manager will honor court orders regarding the rights of access or control of the property.
4. There is no limitation on the ability of the CFHA to evict or terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking, other than the victim may not be subject to a “more demanding standard” than a non-victim. Likewise, an owner or property manager can evict for good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking.

5. There is no prohibition on the CFHA or owner evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant’s (victim’s) tenancy is not terminated.”
6. Any protections provided by law that give greater protection to the victim are not superseded by these provisions.

#### **NOTIFICATION OF VAWA PROTECTIONS**

The CFHA will provide the HUD issued “Notice of Occupancy Rights under the Violence Against Women Act and the HUD issued “Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation” to adult applicants, tenants and participants at the following times:

1. For applicants
  - a. At the time the applicant is provided assistance or admission, and
  - b. At the time the applicant is denied assistance or admission for cause.
2. For tenants/participants:
  - a. With any notification of eviction or termination of voucher assistance.

The CFHA will explain VAWA Protections at all pre-lease and program briefings. The right to claim VAWA Protections will also be outlined on all denial of admission or assistance notices and all termination of tenancy or participation notices.

#### **VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

The CFHA shall require and the owner or property manager may require verification in all cases where an individual claims protection under VAWA against an action involving such individual proposed to be taken by the CFHA, owner or property manager.

1. *Requirement for Verification.* The law allows, but does not require, the CFHA or a Section 8 owner or property manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy.
2. The CFHA will require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the CFHA. Section 8 owners or managers receiving rental assistance administered by the CFHA may elect to require verification, or not to require it as permitted under applicable law.

3. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:
  - a. *HUD-approved form (HUD-5382)* - By providing to the CFHA or to the requesting Section 8 owner or property manager a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form.
  - b. *Third-party documentation* - by providing to the CFHA or to the requesting Section 8 owner or property manager documentation:
    - i. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional or a mental health professional from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation.
    - ii. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy.
    - iii. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
  - c. *Police or court record* – by providing to the CFHA or to the requesting Section 8 owner or property manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
4. *Time allowed to provide verification/failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by the CFHA or a Section 8 owner or property manager to provide verification, must provide such verification within fourteen (14) business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time may result in loss of protection under VAWA and this policy against a proposed adverse action.

5. *Conflicting Information.* When more than one applicant or tenant/participant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking and the information in one person's documentation conflicts with the information in another person's documentation, or submitted documentation conflicts with existing information already available to the CFHA, owner or property manager, the CFHA will require third-party verification as described above.
6. The CFHA will honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and/or to address the distribution or possession of property among the parties.
7. *Time allowed to provide third-party verification/failure to provide.* Applicants and tenants/participants required to provide third-party documentation as a result of conflicting information, must provide such documentation within thirty (30) calendar days from the date of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

#### **CONFIDENTIALITY**

Given the significant safety issues faced by victims of domestic violence, dating violence, sexual assault, or stalking, it is critical that involved staff protect the privacy of the victim including the fact that an applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking;

Staff (or those who administer assistance on their behalf, e.g., contractors) must not have access to the information unless explicitly authorized by the CFHA for reasons that specifically call for these individuals to have access to such information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim); and

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

1. Requested or consented to by the individual in writing,
2. Required for used in an eviction proceeding, or
3. Otherwise required by applicable law.



While a VAWA claim is being processed any information related to the claim will be kept in a manila envelope in a locked file cabinet separate from tenant files.

When the VAWA claim is resolved, the manila envelope containing the VAWA information will be sealed, marked with the unit # or other confidential identifier and a destroy date of three (3) years following final resolution. The folder will be stored in a locked file cabinet until the destroy date is reached.

### **EMERGENCY TRANSFER PLAN UNDER VAWA**

The CFHA is concerned about the safety of its tenants (including Public Housing tenants, Section 8 Housing Choice Voucher participants, Moderate Rehabilitation participants, and VASH participants), and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking.

In accordance with the Violence Against Women Act (VAWA), the CFHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability of the CFHA to honor such request for tenants and participants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the CFHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. Transfer requests will be prioritized based on the CFHA Transfer Policy.

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

### **ELIGIBILITY FOR EMERGENCY TRANSFERS**

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

2. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.
3. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

#### **EMERGENCY TRANSFER REQUEST DOCUMENTATION**

##### PUBLIC HOUSING

To request an emergency transfer, the tenant shall notify the CFHA management office and submit a written request for a transfer to another unit within East Flagstaff Housing or Flagstaff Housing West. The CFHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

##### SECTION 8 HOUSING CHOICE VOUCHER, MODERATE REHABILITATION AND HUD-VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH).

1. To request an emergency transfer, the tenant shall notify the landlord or property manager and submit a written request for a transfer to the CFHA. The CFHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:
  - a. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the CFHA program; or
  - b. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

A participant who moves out of an assisted dwelling unit to protect their health or safety:

1. Will be provided with continued tenant-based assistance even if they move out of the unit in violation of the lease.

2. May be eligible to move to another jurisdiction operating a Section 8 voucher program under portability if the participant:
  - a. is a victim under this Policy;
  - b. reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit, or is a sexual assault victim and the sexual assault occurred on the premises during the 90-day period; and
  - c. has complied with all other obligations of the voucher programs.

#### **EMERGENCY TRANSFER CONFIDENTIALITY**

The CFHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the CFHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the “Notice of Occupancy Rights under the Violence Against Women Act for All Tenants” for more information about the CFHA’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

#### **EMERGENCY TRANSFER TIMING AND AVAILABILITY**

1. The CFHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The CFHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The CFHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.
2. If the CFHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the CFHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant’s request, the CFHA will also assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

## **SAFETY AND SECURITY OF TENANTS**

1. Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.
2. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
3. Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.
4. Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.
5. Tenants shall also be given a list of local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

## **APPENDIX 3 DOCUMENTATION AND MISSED APPOINTMENTS POLICY**

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It is the responsibility of applicants and residents to:

1. Keep scheduled appointments during normal CFHA business hours; and
2. Provide documentation necessary for the CFHA to fulfill its program responsibilities.

Appointments and documentation may be necessary for:

1. Eligibility for admission;
2. Verification;
3. Program briefings;
4. Inspections;
5. Recertifications/reexaminations; and
6. Grievances.

The CFHA may deny or terminate assistance when an applicant or participant fails to keep an appointment including a scheduled briefing, supply information by the deadline, or fails to allow a scheduled CFHA inspection.

### **RESCHEDULING APPOINTMENTS**

The family must call or email the CFHA to reschedule a missed appointment. The CFHA will provide:

1. Two opportunities to reschedule with documented good cause.
2. One opportunity to reschedule without documented good cause.

### **DOCUMENTED GOOD CAUSE FOR MISSED APPOINTMENTS**

When documented good cause exists for missing an appointment, the CFHA will work with the family to find a more suitable time. Documented good cause includes:

1. Prior appointments,
2. Illness of a family member, and
3. Medical or other family emergency.

## **APPLICANTS FOR PUBLIC HOUSING**

Applicants rescheduling appointments or requesting additional time to provide required documentation may be by-passed on the waiting list.

Applicants being removed from the waiting list for missed appointments or failure to provide documentation will be notified by email and as a courtesy via first class mail and will be offered the right to request an informal review.

## **PUBLIC HOUSING RESIDENTS**

If a family fails to attend a scheduled appointment, a second letter will be mailed. If the family fails to respond to the second letter or attend the second scheduled appointment, a termination notice will be mailed. The family will be offered the right to grieve the decision in accordance with the CFHA grievance policy.

If the family fails to provide required documentation, the family may be terminated. The family will be offered the right to grieve the decision in accordance with the CFHA grievance policy.

## APPENDIX 4 INCOME INCLUSIONS AND EXCLUSIONS

INCOME INCLUSIONS 24 CFR 5.609	
Earned Income	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
Self-Employment/Business Income	<ol style="list-style-type: none"> <li>1. The net income from operation of a business or profession.</li> <li>2. 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.</li> <li>3. 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.</li> </ol>
Interest & Dividend Income	<ol style="list-style-type: none"> <li>1. Interest, dividends, and other net income of any kind from real or personal property.</li> <li>2. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income.</li> <li>3. 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.</li> <li>4. 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.</li> <li>5. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.</li> <li>6. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.</li> </ol>
Pension/Retirement Income	<ol style="list-style-type: none"> <li>1. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.</li> </ol>

<b>INCOME INCLUSIONS 24 CFR 5.609</b>	
	<ol style="list-style-type: none"> <li>2. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.</li> </ol>
Unemployment & Disability Income	<ol style="list-style-type: none"> <li>1. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.</li> <li>2. Lump sum additions such as insurance payments from worker's compensation are excluded.</li> </ol>
TANF/Public Assistance	<ol style="list-style-type: none"> <li>1. TANF/Public assistance received by the household that qualifies as assistance under the TANF program definition at 45 CFR 260.31.</li> <li>2. The amount of reduced TANF/Public assistance income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.</li> <li>3. If the TANF/Public assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the TANF/Public assistance agency in accordance with the actual cost of shelter and utilities, the amount of TANF/Public assistance income to be included as income shall consist of: <ol style="list-style-type: none"> <li>a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus</li> <li>b. The maximum amount that the TANF/Public assistance agency could in fact allow the family for shelter and utilities. If the family's TANF/Public 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 (e.g., TANF, AFCD, SSI, and general assistance available through state welfare programs);</li> </ol> </li> <li>4. Imputed Welfare Income as described in the administrative plan.</li> </ol>
Alimony and Child Support	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
Armed Forces Income	<ol style="list-style-type: none"> <li>1. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit.</li> <li>2. Special pay to a member exposed to hostile fire is excluded.</li> </ol>



<b>INCOME EXCLUSIONS 24 CFR 5.609(c)</b>	
Earned Income of Children	Earned income from employment of household members under the age of 18 years (including foster children).
Income from Foster Care	Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone) or payments made under Kinship Guardian Assistance Payments (Kin-GAP) or similar guardianship care programs for children leaving the juvenile court system.
Inheritance and Insurance Income	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, except lump sum worker's compensation.
Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
Student Financial Aid	<p>For Section 8 Housing Choice Vouchers:</p> <ol style="list-style-type: none"> <li>1. The full amount of student financial assistance paid directly to the student or to the educational institution for tuition, including G.I. Bill Student Financial Aid.</li> <li>2. Excess of amounts received for tuition, income that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), are considered income to that individual.</li> <li>3. Financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children.</li> <li>4. For purposes of this paragraph, "financial assistance" does not include loan proceeds.</li> </ol> <p>For public housing, only athletic scholarships are considered.</p>
Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
Self-Sufficiency Program Income	<ol style="list-style-type: none"> <li>1. Amounts received under training programs funded by HUD;</li> <li>2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);</li> <li>3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;</li> </ol>

<b>INCOME EXCLUSIONS 24 CFR 5.609(c)</b>	
	<p>4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of the CFHA's governing board. No resident may receive more than one such stipend during the same period of time;</p> <p>5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program.</p>
Other Non-Recurring Income	Temporary, non- recurring, or sporadic income (including gifts).
Reparations	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.
Income from Full-time Students	Annual earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household, co-head, or spouse).
Adoption Assistance Payments	Adoption assistance payments in excess of \$480 annually per adopted child.
Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
Income Tax and Property Tax Refunds	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.
Home Care Assistance	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.
Other Federal Exclusions	<p>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 of 24 CFR 5.609(c) apply, including:</p> <ol style="list-style-type: none"> <li>1. The value of the allotment made under the Food Stamp Act of 1977;</li> </ol>

**INCOME EXCLUSIONS 24 CFR 5.609(c)**

2. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
3. Payments received under the Alaskan Native Claims Settlement Act;
4. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
5. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes;
6. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;
7. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
8. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;
9. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs;
10. Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);
11. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
12. Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
13. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
14. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, state job training programs and career intern programs, AmeriCorps); references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

**INCOME EXCLUSIONS 24 CFR 5.609(c)**

15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
16. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990;
17. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from Spina Bifida who is the child of a Vietnam Veteran;
18. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the participant under the Victims of Crime Act;
19. Any subsidy received to assist low-income persons in paying for their Medicare prescription drug Program.
20. Income payments from the U.S. Census Bureau defined as employment lasting no longer than 180 days and not culminating in permanent employment (PIH 2008-26); and
21. Earned Income Disallowance for persons with disabilities.

## APPENDIX 5 – EXAMPLES OF ACCEPTABLE 3RD- VERIFICATION

Item Requiring Verification	Acceptable Hand-carried Verification	Acceptable 3 <sup>rd</sup> -party Verification
Social Security Number	Original Social Security Card Appropriate government letter showing the number Other HUD-allowed method	Third-party verification form completed and returned by Social Security Electronic Reports
Adult Status of Head of Household	Valid driver’s license with birth date Government-issued identification card showing birth date Birth certificate	Not Applicable
Citizenship	Voter registration card Birth certificate Signed certification	Not Applicable
Eligible Immigration Status	INS card	INS SAVE confirmation #
Disability	Proof of SSI or Social Security disability payments	Written verification from Social Security Administration Written verification from appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, licensed social worker or other from medical professional
Full time student status (if >18 years)	For high school and/or college students, any document evidencing enrollment for sufficient # of credits to be considered a fulltime student by the education institution	Written verification or letter from the registrar’s office or other school official
Need for live-in aide	Not Applicable	Written verification or letter from doctor or other professional knowledgeable of condition
Child care costs	Bills and receipts from child care provider	Written verification or letter from child care provider
Disability assistance expenses	Bills and records of payment from suppliers, care givers, etc.	Letters from suppliers, care givers, etc.

<b>Item Requiring Verification</b>	<b>Acceptable Hand-carried Verification</b>	<b>Acceptable 3<sup>rd</sup>-party Verification</b>
Medical expenses	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls	Written verification or letter from providers Prescription record from pharmacy Medical professional's letter stating assistance or a companion animal is needed
Medicare prescription drug coverage	Card issued by the private prescription drug plan with the words Medicare Rx on it.	Not applicable
Savings, checking accounts	Passbook Most current statements	Written verification or letter from institution
CDs, bonds, etc.	Tax return Information brochure from institution The CD The bond	Written verification or letter from institution
Stocks	Stock or most current statement Price in newspaper or through Internet	Written verification or letter from broker or holding company
Real property	Property tax statement (for current value) Notice of assessment Records of income and expenses Tax return	Letter from tax office
Personal property held as an investment	Receipt for purchase Other evidence of worth	Assessment, bluebook, etc.
Cash value of whole life insurance policies	Current statement	Letter from insurance company
Assets disposed of for less than fair market value	Original receipt and receipt at disposition Other evidence of worth	Not applicable
Earned income/wages	6 (if paid weekly) or 4 (if paid less often than weekly) consecutive pay stubs; At least three paystubs if there has been a change	Written verification or letter from employer
Self-employed	Tax return from prior year Books of accounts	Not applicable

<b>Item Requiring Verification</b>	<b>Acceptable Hand-carried Verification</b>	<b>Acceptable 3<sup>rd</sup>-party Verification</b>
Regular gifts and contributions	Bank deposits Other similar evidence	Written verification or letter from source Letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)
Alimony/child support	Record of deposits Divorce decree	Court order Written verification or letter from source Letter from Human Services
Social Security	Letter from Social Security as verified by HUD computer systems	Not applicable
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Award letter Letter announcing change in amount of future payments	Letter or electronic reports from the source
Training program participation	Not applicable	Written verification or letter from program provider indicating - whether <ul style="list-style-type: none"> <li>• Enrolled or completed</li> <li>• Training is HUD-funded</li> <li>• Federal, State, local</li> <li>• government</li> <li>• It is employment training</li> </ul> Payments are for out- of pocket expenses incurred in order to participate in a program

## APPENDIX 6 RENT COLLECTION POLICY

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Rent is due on the first of each month. It is accepted as on time through the fifth business day of the month.

Each morning during rent week when the HSS or other site management staff come into the office, the drop box shall be checked for rent left during the previous night. If the account has a balance owing, or a credit balance the receipt shall be mailed to the resident. If the account has no balance owing a receipt will be issued upon request by the Resident.

Partial payments will not be accepted prior to the fifth business day of the month unless:

- There are prior arrangements made for extenuating circumstances as approved by the Public Housing Manager.
- It is a partial pre-payment for a future month's rent.

All other partial payments will be returned to the resident with an explanation of why partial payment is not accepted.

Charges, adjustments and receipts should be posted and a bank deposit made daily.

On the sixth working day rent should be collected from the drop box and posted first thing in the morning. The date received should show as the fifth, not the date posting. All rents (not including other charges) uncollected after the start of business on the first working day after the fifth are subject to late fees. The late fee is \$25. There are no exceptions to the late fees except for extenuating circumstances reported prior to the rent due date as approved by the Public Housing Manager. Extenuating circumstances are limited to circumstances beyond the resident's control such as extended leave from work due to illness. Vacations, pay dates and car repairs are not extenuating circumstances. Under no circumstances will an exception be granted more than three times in a twelve month period to a single household.

After all rent is recorded and posted on the sixth working day, an aged receivables report for occupied units is printed to determine who has not paid rent and/or charges. Fourteen day notices should be sent for all outstanding rent (including late fees) and thirty day notices for outstanding work order charges and payment agreements (even if a fourteen day notice is also sent). The notice shall be sent regular first class mail with a Certificate of Mailing entered in the Firm Mailing Book and stamped by the Post Office.

Any rent that has not been paid at expiration of the notices. HUD Forms 5380 and 5382 shall be attached to the summons served.



All payments received shall be applied to all rent charges first (unless otherwise stipulated by the Resident, or if there is a repayment agreement in effect), then to past due charges, payment agreement current payments, current late fees, and maintenance charges, in that order.

Under no circumstances will CFHA staff go to the Resident's unit to collect rent, or accept rent anywhere but in the office.

All charges must be paid by check or money order. Under no circumstances is cash to be accepted.

In the case of a returned check the following procedure will be followed:

- The check will be entered in the system as NSF and any actual bank charge fee will be added.
- A notice will be sent informing the resident that their check was returned, of the new charges and accrual of late fees, and that their personal check will not be accepted for one year.
- A fourteen day notice will be sent.
- A \$15 NSF fee and Late fees (if not already charged) will be assessed.

## **APPENDIX 7 CFHA USE OF HUD’S ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM**

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The EIV systems is used to validate family-reported income and information for participants and newly-admitted families, and to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes.

The CFHA uses the EIV system to verify household income on such sources as social security, social security disability, SSI, wages and unemployment compensation for each family member. The CFHA uses the EIV system to compare the income source and amount recorded in the participant-supplied income data and form, HUD 50058 maintained in the Public Housing Information Center (PIC) database.

### **NEW ADMISSIONS**

For each new admission, the CFHA will:

1. Review the EIV Former Tenant Search for all adult household members to ensure there is no outstanding PHA debt or other negative information, prior to eligibility determination;
2. Review the EIV Existing Tenant Search for all household members to determine if there is a current assisted tenancy to resolve prior to admission.
3. Review the EIV Income Report to confirm/validate family-reported income within 90 days of the PIC submission date;
4. Print and maintain a copy of the EIV Income Report in the tenant file;
5. Resolve any income discrepancy with the family within sixty (60) calendar days of the EIV Income Report date; and
6. Query the Former Tenant Search Module to determine if a PHA has reported a debt or adverse termination.

### **ANNUAL REEXAMINATIONS**

The CFHA will pull an EIV Income Report from the system and check the Income Verification Tool (IVT) before annual reexaminations are conducted; the report will be compared with family-reported information. The purpose of this comparison is to determine if:

1. The tenant has reported all income; and

2. There is a substantial difference (defined as \$2,400 or more annually), between EIV and family-reported information.

When EIV income data and participant reported income are NOT substantially different, the CFHA will obtain from the tenant, any necessary documentation to complete the income determination process, and will:

1. Use participant documents or third-party income verification to calculate anticipated annual income if the *EIV income is less* than participant-provided documentation; or
2. Use EIV income data when the *EIV income is more* than the participant-provided documentation.
  - a. The participant provides documentation of a change in circumstances. If acceptable participant documentation is provided to justify a change in circumstances, the participant documents will be used to calculate income.

When the EIV income report reveals an income source that was not reported by the tenant or there is a substantial difference in the reported income information, the CFHA will:

1. Discuss the income discrepancy with the tenant;
2. Request the tenant provide documentation to confirm or dispute the unreported or underreported income and/or income sources;
3. Request 3<sup>rd</sup> party written verification from the income source if the tenant is unable to provide acceptable documentation to resolve the income discrepancy;
4. If applicable, determine the tenant's underpayment of rent retroactively;
5. Promptly notify the tenant in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The notice will inform the tenant of their right to contest the findings through the established appeals procedures; and
6. Take other action as directed by HUD or this administrative plan.

The CFHA will resolve the discrepancy with the tenant within sixty (60) calendar days of the report. The CFHA will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or appeals period.

When the CFHA cannot readily anticipate income, such as in cases of seasonal employment, unstable work hours or suspected fraud, the CFHA will:

1. Review historical income data for patterns of employment, paid benefits and receipt of other income;
2. Analyze all UIV, third-party, and family-provided data and attempt to resolve the income discrepancy;
3. Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income;
4. If applicable, determine the tenant's underpayment of rent retroactively;
5. Promptly notify the tenant in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The notice will inform the tenant of their right to contest the findings through the established appeals procedures; and
6. Take other action as directed by HUD or this administrative plan.

The CFHA will resolve the discrepancy with the tenant within sixty (60) calendar days of the report. The CFHA will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or appeals period.

#### **INTERIM REEXAMINATIONS**

The CFHA will pull an EIV Income Report from the system prior to an interim reexamination. The report will be compared with family-reported information. If there is no discrepancy, the ICN page will be printed. If a potential discrepancy is discovered, the steps outlined above will be followed.

#### **RETROACTIVE RENT**

The CFHA will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

#### **EIV REPORT MONITORING**

The CFHA will monitor the following EIV reports on a *monthly* basis:

1. Deceased Tenants Report,
2. Identity Verification Report, and
3. Immigration Report.

The CFHA will monitor the following EIV reports on a *quarterly* basis:

1. Multiple Subsidy Report, and
2. New Hires Report.

#### **EIV DEBTS OWED TO PHAS & TERMINATION MODULE**

The CFHA has at least one designated staff person whose responsibility it is to enter information into the Debt Termination Data Base (DTDB).

Designated staff person(s) will adhere to the following policies when entering debt/termination information into DTDB:

1. Debt/termination information will be entered only after an End of Participation (EOP) action has been entered in PIC for the former participant;
2. Debt/termination information will be entered within 90 days from the EOP date;
3. Debt/termination information will be maintained in DTDB no longer than 10 years;
4. Families who have never, or no longer, warrant being in the data base will be removed following HUD guidelines;
5. The tenant record will be modified no more than three times; and
6. Debts will be modified as payments are being made and removed only after being paid in full.

#### **ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM POLICIES AND PROCEDURES**

##### **RECORDS RETENTION**

During the term of assisted tenancy and for at least three years after the end of participation, the CFHA will retain documents in tenant files. To the extent feasible documents will be maintained electronically, as opposed to hard copy. This documentation will include but not be limited to:

1. At least the last three years of HUD Form 50058;
2. Supporting documentation for all annual and interim reexaminations of income, including but not limited to:
  - a. Verification forms and reports;

- b. Written documentation of oral third-party verification (name, date of contact, amount of income received, telephone number of people contacted, etc.);
- c. Photocopies of documents, excluding government checks;
- d. Written statements of staff reviewing documents that cannot be photocopied; and
- e. A copy of the EIV Individual Control Number (ICN) Page when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report.

#### **STORAGE OF EIV RECORDS**

As an added security measure, on an annual basis the CFHA EIV Security Officer will provide each program a listing of staff members who have CFHA approved access to EIV wage/benefit data. The local security monitor or other designated staff will review this list and immediately notify the CFHA security officer in writing of any names that should be deleted from the list.

The CFHA will maintain a lockable container, file cabinet, or room to store EIV documents that are:

1. Outdated and are destined to be destroyed, or
2. Printed but not yet placed in the participants' files.

Caution will be taken to prevent the combining of each of the above types of documents, with files of each type kept in separate folders.

#### **KEY CONTROL FORM**

The Section 8 and Low-income Public Housing Programs utilize the Key Control Form to document:

1. The number of keys issued for the lockable container, file cabinet, or room;
2. The names of program staff who are in possession of these keys; and
3. A change in the number of keys available or a change in the identity of the staff in possession of the key.

#### **DISPOSAL OF APPLICANT AND PARTICIPANT RECORDS**

All EIV and related documents will be destroyed at the end of the three-year retention period. Documents will be destroyed in a manner that would not compromise the confidentiality of the

applicants and/or participants. The preferred method for destroying documents is by shredding.

### **EIV SECURITY MONITOR**

The CFHA has a designated “EIV Security Monitor” who is responsible for:

1. Ensuring that the EIV security procedures outlined in this document are adhered to; and
2. Providing written notification to the EIV Security Officer when a staff member associated with EIV information is no longer employed with the CFHA, or a staff member who previously had access rights no longer has such rights.

### **EIV SECURITY TRAINING**

Prior to requesting approval for EIV access and annually thereafter, CFHA staff must:

1. Watch the most recent HUD, EIV Security Awareness Training Webcast; and
2. Confirm they have watched the Webcast by signing EIV Webcast Training Certification form and submitting it to the CFHA EIV Coordinator a HUD-issued “Certificate of Completion” is not required.

The CFHA may also provide annual EIV training to approved staff or staff may attend annual training during regional meetings or conferences.

### **BREACH OF EIV SECURITY POLICY**

Any breach of the EIV security policy must be immediately reported to the designated CFHA Security Officer.

The data contained in and provided by the EIV system will be protected by the CFHA and only be used for official program purposes. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

The CFHA will adhere to EIV security awareness measures to ensure that only authorized system users may access the EIV system in order to maintain overall privacy and security compliance.

## APPENDIX 8 FLAGSTAFF HOUSING AUTHORITY RECORD RETENTION SCHEDULE

Retention periods are in compliance with U.S. Department of Housing and Urban Development (“HUD”) as well as State Records Management Division requirements

*\*Entries apply to Section 8, Clark Homes, and Public Housing programs unless otherwise noted\**

Series Title	Retention
<b>Banking Records</b> (State General Schedule – Financial Records, #10060)	7 years after end of FY created or received
<b>Board and Commissions – Agendas and Minutes</b> – including supporting documentation for approved items from agenda packets for Flagstaff Housing Authority (State General Schedule – Clerks Records, #10260)	Permanent. Transfer to City Clerk when no longer needed by Flagstaff Housing Authority.
<b>Capital Fund Program Records</b> (State General Schedule – Housing Records, #1)	5 years after final capital expenditure
<b>Clark Homes</b> (affordable rental housing development)	
a. <b>Affirmative Fair Housing Marketing Plan</b> – outreach to ethnic groups which are under-represented among resident population (State General Schedule – Housing Records, #10c)	Until approval of new plan by HUD. <i>Submission of new plan to HUD triggered by demographic shift per HUD requirements.</i>
b. <b>Audit Records</b> (State General Schedule – Audit Records, #20087)	7 years after end of FY created or received
c. <b>HAP (Housing Assistance Payment) Vouchers</b> (State General Schedule – Housing Records, #10c)	3 years after end of FY created
d. <b>Rent Comparability Studies</b> (State General Schedule – Housing Records, #5a)	Until superseded
e. <b>Rent Schedules</b> (State General Schedule – Housing Records, #5a)	3 years after end of FY created



<b>Contracts – Housing Assistance Payments</b> (State General Schedule – Administrative and Management Records, #10463)	6 years after fulfilled, cancelled, expired or revoked
<b>Denied Applicant Records</b> (State General Schedule – Housing Records, #5a and #9a)	3 years after month of denial
<b>Series Title</b>	<b>Retention</b>
<b>EIV Central File:</b> reports created regarding identity verification, new hires, deceased tenants, multiple subsidies and income discrepancy run as part of monthly or quarterly monitoring (State General Schedule – Housing Records, #10c)	3 years after FY report created
<b>Financial Records</b> - including accounts receivable and payable, journals, journal entries, ledgers, and encumbrances; <i>does not include banking records.</i> (State General Schedule – Financial Records, #10071, #10057)	3 years after end of FY created or received
<b>Grant Documentation - Public Housing and Section 8 programs</b> (State General Schedule – Administrative and Management Records, #10280)	3 years after final expenditure report submitted and approved, or after funding agency requirements met, whichever is later.
<b>Outreach Documentation - affirmative marketing</b> (State General Schedule – Housing Records, #5f and #10c)	3 years after end of FY created
<b>Payroll Records</b> (State General Schedule – Financial Records, #10085)	4 years after end of FY created or received. <i>Note: City of Flagstaff Payroll section requires 4-year retention.</i>

<b>Policies - Public Housing and Section 8 programs</b> (State General Schedule – Administrative and Management Records, #10293)	Permanent. Transfer records in print format to State Archives when no longer needed by Flagstaff Housing Authority.
<b>Quality Control Records</b> – including SEMAP (Section 8 Management Assessment Program) (State General Schedule – Housing Records, #10c)	3 years after end of FY created or received
<b>Resident Files – including application materials</b> (State General Schedule – Housing Records, #5a and #9a)	Life of tenancy plus 3 years <i>Debt and disqualifying information is retained until administrative value served.</i>
<b>Section 8 Rent Comparability Studies</b> (State General Schedule – Housing Records, #5a)	3 years after end of FY created or received
<b>Section 8 VMS (Voucher Management System)</b> – monthly report for housing assistance payments (State General Schedule – Housing Records, #5f)	3 years after end of FY created or received
<b>Series Title</b>	<b>Retention</b>
<b>Utility Allowance Documentation</b> (State General Schedule – Housing Records, #9b)	3 years after end of FY created or received
<b>Waiting List</b> (State General Schedule – Housing Records, #5f and #10c)	3 years after end of FY created

## **APPENDIX 9-EMERGENCY PROCEDURAL EXCEPTIONS**

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The following procedural exceptions were developed and implemented during the Covid-19 pandemic of 2020. These exceptions are listed by ACOP paragraph and may be implemented in part or in whole upon approval of the Public Housing Manager or the Housing Director in the event of emergencies and/or extended offices closures necessitated by natural disaster, public health emergency, serious staff shortages or other incidents as deemed necessary.

These emergencies must be met using the following priorities:

- Keep Staff, Residents and Applicants safe and healthy.
- Make sure Residents feel secure in their housing.
- Make sure rent is set appropriately for the situation.
- Make sure homes are maintained in safe and sanitary condition.
- Be flexible.
- Don't sweat the small stuff.

### **3.1 Applying for Assistance**

All applications should continue to be filed electronically using the Haven Connect Website. Applicants may use any computer, tablet or smart-phone with internet access to apply, including free computers at public libraries and at the CFHA office and should be encouraged to do so.

However, in order to insure the greatest access possible a paper application (screen print of the web app launch and FAQ pages and hard copy of the Pre App and HUD-92006) will be sent via mail or email upon written request of the potential applicant. When such an application is received it will be time stamped immediately upon receipt and an application will be created in the third party vendor website. The hard copy materials will be scanned into the website.

#### **3.1.1 Reporting Changes while on the Waiting List**

While on the waiting list, the applicant should use the online third-party vendor site to report changes in household size or composition, preference factors or contact information, including current residence, mailing address, phone number and email address. All changes must be reported within ten (10) calendar days of the change. The applicant will be notified if there is a change in Waiting List Status when this is found during the monthly waiting list reconciliation.

However, in order to insure the greatest access possible changes will be accepted if made in writing either in person, via mail or email. These changes will be input into the third party vendor software or if full application processing has started into the Intake module of Elite. A letter or email will be sent notify the applicant if there is a change in Waiting List Status

#### **4.1.2 Eligibility Interviews**

During such emergencies Eligibility Interviews may be conducted via phone call. The Applicant will be notified of the interview date, time and phone number they will be called at via their preferred contact method. The notice will advise them to contact the interviewer if they wish to be contacted at a different number. The interviewer will call the applicant at the scheduled time. All missing documentation and signatures will be obtained at the prelease briefing.

#### **5.1.2 Annualizing Earned Income based on Average Experience**

If the annualized income is decreased due to the emergency at hand the household is eligible to a decrease based on a 52 week (12 month) work year at the new periodic amount.

#### **5.1.5 Deductions from Annual Income (Child Care)**

If the household must continue paying child care during a work reduction caused by the emergency at hand in order to hold the child's place in the child care facility for when the parent returns to work the cost will continue to be an allowable deduction.

#### **6.1 Methods of Verification**

During the time of emergency or reduced services in the office Resident Sworn Statements may be used to verify changes until higher verification may be obtained. The Resident must supply sufficient information to determine the income/deduction amount accurately. Residents are responsible to pay any underpaid rent due to income underreported by \$200 or more per month when this method is used if the higher verification source later confirms the underreporting.

If the emergency at hand results in a sudden decrease in wages that are expected to resume the income may be calculated using the actual paystubs in the month of the emergency to determine the following months' rent. Example: A fire occurs resulting in evacuation April 8-23 and businesses close-the May rent may be calculated using the actual April paystubs.

#### **8 Community Service Requirement**

The monthly community service requirement may be waived for all non-exempt household members during the emergency at hand. Based on HUD guidance it may either be required to be made up when the emergency passes, or it may be waived altogether.

#### **9.3 Recertification Appointment**

During the emergency at hand incomplete recertification packets may be accepted provided there is sufficient information to determine income and deductions. At a minimum proof of all income and deductions, a completed Declaration for Recertification, signed Form HUD-9886 and (if the police dept. is available for the public) personal record check. The appointment will

be waived unless there is missing documentation or a potential EIV discrepancy has been identified.

When these items are received the HSS may complete the Family Worksheet and Lease Addendum and mail to the Resident for signature without completing the in office appointment. When the signed documents are received the Certification may be completed in the Elite.

When the emergency has passed the Resident will be called into the office to provide any missing documentation. If there is a potential overpayment based on EIV the issue will be discussed and (if the Resident agrees) the retro certs will be signed and repayment agreement completed if requested.

### **9.6 Interim Recertifications**

During emergencies Interim Recertifications based on income decreases will be given priority, although increases will still need to be processed.

The requirement to report decreases by the 27<sup>th</sup> of the month will be waived, and decrease reports will be taken up until the due date of rent. Decreases completed after the 1<sup>st</sup> of the month based on this reporting requirement will be retroactive to the first of the month. Example: Decrease reported 4/27, mailed to Resident 5/2 returned 5/7 would be effective 5/1.

### **11. Inspections**

Annual or Housekeeping Inspections may be delayed or suspended if it is unsafe to conduct such inspections during the period of emergency. A make up inspection schedule will be created with input for both the Specialists and the Maintenance Dept. when the emergency has passed. If make up inspections are not practical units may be skipped for an annual cycle.

Move out inspections may be delayed beyond the normal timeframe if a health hazard exists which requires the unit to sit for a period to allow for safe inspection.

### **14. Terminations**

Terminations for nonpayment of rent or reasons unrelated to health or safety of Residents or staff may be suspended during the emergency.

### **Other Non-ACOP Policy Exceptions**

**Rent Collection:**

Partial payments may be accepted. Late fees may be waived. Late payments may be excluded from determinations of chronic late payment of rent violations. Payment agreements for issues related to the emergency at hand may be requested.

**Work Orders:**

Work in units except to address health or safety issues may be suspended. Work orders will be taken and entered into the work order software so that the amount of backlog may be tracked.

Staff may be provided with personal protective equipment including, but not limited to masks, gloves, protective clothing.

Residents may be questioned concerning illness if the emergency concerns contagious illness or disease. Residents may be asked to be a room separate from the room where the work is being performed. If Residents refuse to conform to such a request the Maintenance Tech may leave the premises and contact a Manager for guidance or assistance.

**EIV:**

EIV discrepancies may have reconciliation actions postponed beyond the accepted timeframe until it is safe to meet with Resident.