

# Tenant Selection Plan and Continued Occupancy Policy

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FULL REVISION EFFECTIVE MARCH 10, 2021-AMMENDED  
OCTOBER 21, 2021

Clark Homes  
980 W Thorpe Rd  
Flagstaff, AZ 86001

## Contents

1	Program Administration .....	10
1.1	Fair Housing Policy .....	10
1.2	Reasonable Accommodation .....	10
1.3	Limited English Proficiency.....	11
1.4	Family Outreach .....	11
1.5	Right to Privacy.....	12
1.6	Postings .....	12
1.7	Intellectual Property Rights.....	13
1.8	Core Values and Ethical Standards.....	13
1.9	Conflict of Interest.....	13
1.10	Acceptance of Gifts.....	14
1.11	Disciplinary Remedies.....	14
1.12	Support for Armed Forces .....	14
1.13	Anti-Fraud Policy.....	14
1.14	Cooperating with Welfare Agencies.....	15
1.15	Cooperating with Law Enforcement Agencies .....	15
2	Eligibility For Admission, Suitability for Tenancy, and Grounds for Denial .....	16
2.1	Eligibility for Admission .....	16
2.2	Eligibility Criteria .....	16
2.2.1	Qualification as a Family .....	16
2.2.2	Income .....	18
2.2.3	US Citizenship/Eligible Immigration Status.....	18
2.2.4	Social Security Number Documentation.....	18
2.2.5	Signed Consent Forms .....	19
2.2.6	College Student Eligibility .....	19
2.2.7	Eligibility for one-bedroom units .....	20
2.3	Suitability for Tenancy.....	21
2.3.1	Suitability Criteria .....	21
2.4	Grounds for Denial .....	22

2.4.1	Notification of Denial .....	25
2.5	Informal Reviews for Clark Homes Applicants .....	26
2.5.1	Informal Review Procedures.....	26
3	Applications and the Waiting List .....	27
3.1.1	Reporting Changes while on the Waiting List.....	28
3.2	Admission Preferences.....	28
3.2.1	Local Residency .....	28
3.2.2	Housing need .....	30
3.2.3	Certain victims of domestic violence .....	30
3.2.4	Unit transfer .....	31
3.2.5	Changes in preference status .....	31
3.2.6	Preference suspension for victims of a federally declared disaster .....	31
3.3	Organization and Maintenance of the Waiting List .....	32
3.3.1	Assignment to Waiting List by Bedroom Size .....	32
3.3.2	Opening and Closing the Waiting List .....	33
3.3.3	Removal from the Waiting List .....	34
3.4	Selection From the Waiting List .....	35
4	Tenant Selection and Assignment Plan.....	36
4.1.1	Pre-Screening and Full Application .....	36
4.1.2	Eligibility Interview.....	37
4.1.3	Verification.....	37
4.1.4	Determination of Eligibility .....	38
4.1.5	Pre-Lease Briefing .....	38
4.2	Use of the eiv existing tenant search.....	38
4.3	Offer of a Unit .....	39
4.3.1	Accessible Units .....	40
4.3.2	Rejection of Unit .....	40
4.3.3	Acceptance of Unit.....	41
4.3.4	Lease Signing .....	41
5	Determining Income .....	43

5.1	Annual Income .....	43
5.1.1	Annual Income Inclusions .....	43
5.1.2	Annualizing Earned Income based on Average Experience.....	44
5.1.3	Income Resulting from Welfare Program Requirements (Imputed Welfare) [5.615] 44	
5.1.4	Annual Income Exclusions.....	46
5.1.5	Deductions from Annual Income .....	47
5.2	Receipt of HUD Letter or Notice Concerning Income .....	47
6	Verification of Information .....	49
6.1	Methods of Verification .....	49
6.1.1	Enterprise Income Verification (EIV).....	50
6.1.2	Up-front Income Verification (UIV).....	50
6.1.3	Written third-party verification .....	51
6.1.4	Oral third-party verification .....	53
6.1.5	Applicant or Tenant Self-declaration .....	53
6.2	Verification of Citizenship or Eligible Noncitizen Status .....	53
6.3	Verification of Social Security Numbers.....	54
6.3.1	Applicants.....	54
6.3.2	Tenants.....	55
6.4	Timing of Verification .....	55
6.5	Frequency of Obtaining Verification .....	55
7	Determination of Total Tenant Payment and Tenant Rent .....	56
7.1	Determining total tenant payment .....	56
7.1.1	Utility allowance .....	56
7.2	Minimum Rent .....	57
7.2.1	Hardship Exemption.....	57
7.3	Rent for Families under the Noncitizen Rule .....	58
7.3.1	Continuation of Assistance .....	59
7.4	Paying Rent.....	59
7.4.1	Late Charges and Other Fees .....	59
7.4.2	Partial Payments .....	60

8	Recertification/Reexamination .....	60
8.1	Notice requirements .....	60
8.1.1	120 days prior to anniversary date .....	60
8.1.2	90 days prior to anniversary date .....	60
8.1.3	60 days prior to anniversary date .....	61
8.1.4	45 days prior to anniversary date .....	61
8.2	Recertification Appointment.....	61
8.3	Missed Appointments/Failure to Provide Documentation.....	62
8.4	Effective Date of Rent Changes for Annual Reexaminations .....	62
8.4.1	Rent Increase .....	62
8.4.2	Rent Decrease .....	62
8.5	Interim Reexaminations .....	62
8.5.1	Alternate Year, Seasonal Employees and Short-term Changes in Income .....	63
8.5.2	Adding a Household Member .....	63
8.6	Special Reexaminations.....	64
8.7	Effective Date of Rent Changes Due to Interim or Special Reexaminations.....	65
8.7.1	Rent Increase .....	65
8.7.2	Rent Decrease .....	65
8.8	Clark Homes Errors in Rent Calculation .....	65
9	Unit Transfers.....	67
9.1	Categories of Transfers .....	67
9.1.1	Resident requested Transfers.....	68
9.2	Transfer Waiting List .....	68
9.3	Family Acceptance of a Transfer Offer.....	69
9.4	Family Rejection of a Transfer Offer .....	69
9.5	Cost of the family's move.....	69
9.5.1	Standards for unit to pass inspection at move out at unit transfer .....	70
9.5.2	Transfer Security Deposits .....	70
10	Inspections .....	71
10.1	Move-in Inspections .....	71

10.1.1	When Defects are Identified .....	71
10.2	Housekeeping Inspections .....	71
10.3	Preventive Maintenance Inspections .....	72
10.4	Special Inspections .....	72
10.5	Emergency Inspections .....	72
10.6	Pre-Move-Out Inspections .....	72
10.7	Move-out Inspections.....	73
10.8	Notice of Inspection.....	73
11	Pet Policy.....	74
11.1	Common Household Pets .....	74
11.1.1	Pet Approval/Disapproval.....	74
11.2	Pet Agreement.....	75
11.3	Financial Obligation of Residents .....	75
11.4	Nuisance or Threat to Health or Safety .....	75
11.5	Designation of Pet areas.....	76
11.6	Unattended Pets.....	76
11.7	Removal of Pets .....	76
11.8	Miscellaneous Rules .....	77
11.9	Pet Policy Violations .....	77
11.10	Service Animals and Assistance Animals .....	77
11.10.1	Service Animals .....	77
11.10.2	Service Animal Agreement.....	78
11.10.3	Assistance Animal.....	79
11.10.4	Care and Handling of Service and Assistance Animals.....	79
12	Repayment Agreements .....	80
13	Termination.....	82
13.1	Termination of subsidy .....	84
13.2	Termination By the Tenant.....	85
13.3	Termination Notice.....	85
13.4	Return of Security Deposit.....	86

13.5	Abandonment.....	86
	Appendix 1 Reasonable Accommodation Policy .....	88
	Important Definitions .....	88
	Communication.....	89
	Clark Homes Applicants .....	89
	Waiting List Placement .....	89
	Tenants.....	90
	Questions Asked in Granting the Accommodation .....	90
	Reasonable Modification .....	91
	Verification of Need for a Reasonable Accommodation .....	91
	Processing Reasonable Accommodation / Modification Requests .....	92
	Live-in Aide Requests.....	92
	Denial of Reasonable Accommodation Request .....	92
	Administrative Grievance / Informal Review and Hearing Procedures for Denied Reasonable Accommodation Requests .....	93
	Appendix 2 Clark Homes Domestic Violence Policy .....	94
	Definitions.....	94
	Violence Against Women Act (VAWA) Protections .....	96
	Notification of VAWA Protections .....	97
	Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking .....	97
	Confidentiality.....	99
	Emergency Transfer Plan Under VAWA.....	100
	Eligibility for Emergency Transfers .....	100
	Emergency Transfer Request Documentation.....	101
	Emergency Transfer Confidentiality .....	101
	Emergency Transfer Timing and Availability .....	101
	Safety and Security of Tenants .....	102
	Appendix 3 Documentation and Missed Appointments Policy .....	103
	Rescheduling Appointments.....	103
	Documented Good Cause for Missed Appointments .....	103
	Applicants for Clark Homes.....	104

Clark Homes Residents .....	104
Appendix 4 Income Inclusions and Exclusions.....	105
Appendix 5 – Examples of Acceptable 3rd- Verification .....	112
Appendix 6 Clark Homes Use of HUD’s Enterprise Income Verification (EIV) System .....	116
New Admissions.....	116
Annual Reexaminations .....	116
Interim Reexaminations.....	118
Retroactive Rent .....	118
EIV Report Monitoring .....	118
Enterprise Income Verification (EIV) System Policies and Procedures .....	119
Records Retention.....	119
Storage of EIV Records.....	119
Disposal of Applicant and Participant Records.....	120
EIV Security Monitor .....	120
EIV Security Training .....	120
Breach of EIV Security Policy .....	120
Appendix 7 –Language assistance plan.....	121
Four Factor Analysis.....	121
Language Assistance Plan: .....	122
Appendix 8-Record retention .....	124
Appendix 9-Rent collection policy .....	125
Appendix 10-Grievance policy .....	127
Resident or applicant complaints .....	128
Appendix 11-Emergency Procedural Exceptions .....	130

**FLAGSTAFF HOUSING CORPORATION**  
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**RESOLUTION 03-21**

**RESOLUTION APPROVING THE FULL REVISION  
OF THE TENANT SELECTION PLAN**

WHEREAS, the Board of Directors of the Flagstaff Housing Corporation are responsible for setting overall policy direction of the Clark Homes Development; and

WHEREAS, the Tenant Selection Plan is the guiding document for the overall policy of Clark Homes

WHEREAS the Tenant Selection Plan has become functionally obsolete due to many amendments to comply with federal law

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FLAGSTAFF HOUSING CORPORATION AS FOLLOWS:

SECTION 1: That the Tenant Selection Plan full revision be approved as drafted with the changes noted in Section 2

SECTION 2: That the term Transitional Housing (defined as housing with a programmatic time limit) be added to Section 3.2.2 and that Section 6.2 of the draft should be returned to the current policy of requiring on Declaration as verification of Citizenship.

Bruce Kennedy moved, seconded by Chris Bavasi, that Resolution 03-21 be adopted.

The following vote was tabulated:

Aye		Nay
<input checked="" type="checkbox"/>	Dorothy Staskey	<input type="checkbox"/>
<input type="checkbox"/>	Jalal Marian	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Bruce Kennedy	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Chris Bavasi	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Leah Bloom	<input type="checkbox"/>
<input type="checkbox"/>	Virginia Mounts	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Michael Gouhin	<input type="checkbox"/>

Passed and adopted by the Board of Directors of the Flagstaff Housing Corporation, this 15th day of September, 2020.

Digitally signed by Leah Bloom  
DN: cn=Leah Bloom, o=City of Flagstaff, ou=Executive Services  
email=leahbloom@flagstaff.gov, c=US  
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Leah Bloom  
President

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Bruce Kennedy  
Secretary

## **Introduction**

Clark Homes is multifamily housing development for low income families (as defined in this Policy) financed with a HUD insured Section 221(d)(3) loan and subsidized under the Section 8 New Construction program. As such Clark Homes is federally regulated under the terms of these programs.

Clark Homes is owned by the Flagstaff Housing Corporation, a 501(c)(3) non-profit corporation. The owner is governed by a private board of directors. Clark Homes is fee managed by the City of Flagstaff Housing Authority who is responsible for the day to day operations of Clark Homes. These bodies are referred to collectively in this policy as Clark Homes.

This policy is the HUD required Tenant Selection Plan (TSP) and policies governing continued occupancy combined.

## 1 PROGRAM ADMINISTRATION

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### 1.1 FAIR HOUSING POLICY

Clark Homes 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.

Clark Homes 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 Clark Homes commitment to full compliance with applicable Civil Rights laws, Clark Homes will provide Federal/ State/ local information to pre-applicants/applicants/tenants of Clark Homes 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 Clark Homes office and will be available upon request. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

Clark Homes 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.

Clark Homes 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. Clark Homes 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 Clark Homes' 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, Clark Homes will ensure that all applicants/ participants are aware of the opportunity to request reasonable accommodations.

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

### **1.3 LIMITED ENGLISH PROFICIENCY**

Clark Homes 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. Clark Homes 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 Clark Homes and costs.

Based on this required analysis, Clark Homes 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.

Clark Homes 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.

The current Language Assistance Plan is Appendix 6 of this policy manual.

### **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 Clark Homes the Management Agent will:

1. Publicize information about the availability of and nature of Clark Homes for extremely low-income, and very 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 Clark Homes
5. All Outreach will be done in accordance with the current approved Affirmative Fair Housing Marketing Plan. The AFHMP will be conspicuously posted at the management office.

#### **1.5 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to annually sign HUD Forms 9887 and 9887A, 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.

Clark Homes' practices and procedures are designed to safeguard the privacy of applicants and program participants in compliance with federal regulation. All applicant and participant files are stored in a secure location that is accessible to authorized staff only. Clark Homes 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**

Clark Homes 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 Tenant Selection Plan and Occupancy Policy (TSP);
2. Notice of the status of the waiting list (opened or closed);
3. 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 notices; and
11. Approved Affirmative Fair Housing Marketing Plan.

#### **1.7 INTELLECTUAL PROPERTY RIGHTS**

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

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

All officers and employees of Clark Homes will comply with the Code of Ethics of the City of Flagstaff and those mandated by the Section 8 New Construction Program.

#### **1.9 CONFLICT OF INTEREST**

In accordance with federal regulation, neither Clark Homes 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 Clark Homes or for one year thereafter:

1. Any present or former member or officer of Clark Homes (except a participant board member);
2. Any employee of Clark Homes or any contractor, subcontractor or agent of Clark Homes 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 Clark Homes' 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 Clark Homes and HUD.

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

#### **1.10 ACCEPTANCE OF GIFTS**

No Clark Homes board member or employee shall solicit any gift or consideration of any kind, nor shall any 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 Clark Homes.

#### **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 Flagstaff Housing Corp. Board.

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

Whenever the Federal Government activates residents who are Reserve and/or National Guard personnel, Clark Homes 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**

Clark Homes is fully committed to combating fraud in its Section 8 New Construction 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 Clark Homes. It results in the inappropriate expenditure of public funds and/or a

violation of subsidy program 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. Clark Homes will attempt to prevent all cases of fraud.

When a fraudulent action is discovered, Clark Homes 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 Clark Homes deems appropriate.

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

Clark Homes 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 Clark Homes and Section 8 tenant-based assistance program to achieve self-sufficiency.
2. To provide written verification to Clark Homes concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

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

Clark Homes 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.

## 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 Clark Homes, 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 Clark Homes:

1. Qualification as a family;
2. Income;
3. US Citizenship/Eligible immigration status;
4. Documentation of Social Security numbers; and
5. Signed consent forms.

#### 2.2.1 QUALIFICATION AS A FAMILY

For the purposes of Clark Homes, 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 50 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.
3. A family may not be admitted to Clark Homes from another assisted housing program (e.g., Section 8 Housing Choice Voucher) or from a program operated by another housing authority without meeting the income requirements of Clark Homes.
4. Income limit restrictions do not apply to families transferring within Clark Homes.
5. Clark Homes may allow police officers who would not otherwise be eligible for occupancy in Clark Homes to reside in a Clark Homes dwelling unit. Such occupancy must be needed to increase security for Clark Homes residents. Their rent shall at least equal the cost of operating the Clark Homes 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 Clark Homes 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, shall sign one or more consent forms that contain, at a minimum, the following:
  - a. A provision authorizing HUD and Clark Homes 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 Clark Homes 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 Clark Homes 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 Clark Homes request:
  - a. Allowing Clark Homes to obtain, and the source to release information concerning credit, criminal and rental history.
  - b. HIPAA compliant consent form allowing Clark Homes 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

**Students** who are enrolled as either a part-time or full-time **student** at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential who are Heads or Co-Heads of Household must meet at least one of the eligibility criteria listed below for **students**.

1. The individual is 24 years of age or older by December 31 of the award year;
2. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;

3. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
  4. The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
  5. The individual is a graduate or professional student;
  6. The individual is a married individual;
  7. The individual has legal dependents other than a spouse;
  8. The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by--
    - a. a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act;
    - b. the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
    - c. the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
    - d. a financial aid administrator; or
  9. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances. An application may be denied at any time during the application process that it becomes known that the applicant household does not meet one or more of the eligibility criteria.
- H. Household's countable income is under the HUD Very Low-Income limit for the Household's size based on the most recently published income limit table.

### 2.2.7 ELIGIBILITY FOR ONE-BEDROOM UNITS

All one-bedroom units have been designated by HUD at the time of the original mortgage and HAP Contract for use by elderly, handicapped, or disabled households only. Any individual or family that is eligible only for a one-bedroom unit, who does not meet this criterion listed in HUD Handbook 4350.3 Figure 3-6 Definition A or D or E, must be denied admission.

## **2.3 SUITABILITY FOR TENANCY**

In addition to screening for program eligibility, Clark Homes 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 Clark Homes lease, and to ensure the family will not have a detrimental effect on the development environment, other tenants, Clark Homes employees, or people residing in the immediate vicinity of the development.

### **2.3.1 SUITABILITY CRITERIA**

1. Clark Homes 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 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. Clark Homes 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 Clark Homes 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. Clark Homes 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 Clark Homes.

3. If an applicant is 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.

**Commented [KA1]:** Changed from current procedure of automatic rejection to conform to current HUD guidance

#### 2.4 GROUNDS FOR DENIAL

If Clark Homes determines that an applicant does not meet the eligibility or suitability criteria for Clark Homes, Clark Homes 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. Clark Homes will follow its Domestic Violence policy where an applicant claims protection against an action proposed to be taken by Clark Homes involving such individual.

Clark Homes 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 (even if the request was returned by the Post Office as undeliverable).

4. Fail to complete any aspect of the application process, including failing to keep a scheduled appointment (even if the appointment notice was returned by the Post Office as undeliverable).
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, Clark Homes may admit the household if Clark Homes determines:
  - a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by Clark Homes, 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 Clark Homes 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 (except automobile accident).
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 Clark Homes or to another Housing Authority in connection with Section 8 or Clark Homes assistance under the 1937 Act; or other federal housing programs as established by the HUD EIV National Repository, or other means (before such denial is made Applicant will be notified of the debt and given 30 days to pay in full).
17. Have engaged in or threatened abusive or violent behavior towards any Clark Homes or Management Agent staff member or resident or were terminated from any Clark Homes 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 Clark Homes staff or persons performing a contract administration function or responsibility on behalf of Clark Homes (including a Clark Homes employee or a Clark Homes 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 Clark Homes proposes to deny admission on the basis of a criminal record, the Management Agent 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 Management Agent 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 Clark Homes provides notice to dispute the record. If after discussion Clark Homes denies admission, the applicant will have the right to an informal review.

21. If Clark Homes 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, Clark Homes 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 Clark Homes determines that an applicant does not meet the eligibility or suitability criteria, Clark Homes 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 fourteen (14) calendar days of the date of the notice of denial;

**Commented [KA2]:** Process added to conform to current HUD guidance on criminal screening

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 CLARK HOMES APPLICANTS**

Clark Homes will provide an opportunity for informal review for applicants determined to not meet the criteria for Clark Homes assistance.

### **2.5.1 INFORMAL REVIEW PROCEDURES**

1. The applicant must submit their request for an informal review within fourteen (14) calendar days of the date of the notice of denial. The notice will describe how to obtain the informal review.
2. Clark Homes 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 Clark Homes, 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 Clark Homes decision.
5. Within fourteen (14) calendar days, Clark Homes will notify the applicant of Clark Homes 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, Clark Homes decision will stand, and a written decision will be sent to the applicant.

### 3 APPLICATIONS AND THE WAITING LIST

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Anyone who wishes to apply and be placed on the waiting list must submit an application. All applications will be accepted unless the waiting list has been formally closed in accordance with HUD Handbook 4530.3 Section 4-16.B.1 and Section 3.3.2 of this policy.

If applicant is to be placed on a waiting list, a pre-application only will be required.

The pre-application will contain sufficient information to predetermine eligibility, preference status, need for accommodation (as pertains to waiting list placement and communication), household size and unit size.

If applicant applies for a specific bedroom size, and later wishes to be added to the waiting list for another bedroom size as well, the request will be made on the third party vendor app. The original date and time of application will be applied to the new request.

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 Clark Homes 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 Clark Homes office. A Telecommunication Device for the Deaf (TDD) is available. The TDD number is 711.

Applicants will be given the opportunity to complete HUD Form 92006, Supplement to Application for Federally Assisted Housing as part of the Application packet. This form gives applicants the option to identify an individual or organization that Clark Homes 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, Clark Homes will verify preference status, family income, assets, social security numbers, age of household members, eligible student status and eligible immigration status of non-citizens if applicable. Clark Homes 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 access 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**

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. Priority is based on preference points to which the household qualifies.

Clark Homes has established three local preferences for Clark Homes. Clark Homes will select families based on the following preferences within each bedroom size category:

1. Local Residency.
2. Housing Need
3. Certain victims of domestic violence.

#### **3.2.1 LOCAL RESIDENCY**

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

Applicants who meet one or more of the following criteria will receive two preference points:

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,
4. Who are self-employed in Flagstaff
5. Who are under regular long-term medical care in Flagstaff, or
6. Need assistance with daily living activities due to age or disability and have a primary caretaker who lives in Flagstaff whether or not the caretaker will live with the applicant.

### **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.

If the household is homeless their physical presence in Flagstaff (i. e. staying at a shelter or motel, staying with various friends or relatives or camping/sleeping on the street) constitutes their residence. If the household leaves Flagstaff for any reason they are no longer considered a Resident and must reestablish residency by returning to Flagstaff before the preference is granted and the eligibility process continued. A Flagstaff address listed in AZTECS as the Residential address in an open case, a current lease for an address in Flagstaff, a statement from a shelter provider, a notarized statement from a person who the Applicant resides with 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.

### **3.2.1.5 REGULAR LONG-TERM MEDICAL CARE IN FLAGSTAFF**

A household member must be receiving medical care at least monthly for a period of six months or longer.

### **3.2.1.6 NEED ASSISTANCE WITH DAILY ACTIVITIES DUE TO AGE OR DISABILITY**

A household member must have a verified need for assistance with daily activities due to age or disability and an agreement from the person in Flagstaff who will provide such assistance.

### **3.2.2 HOUSING NEED**

Families that meet one or more will receive one preference point:

1. If an Applicant household is currently paying more than 40% of gross income (including income exempted from consideration in calculating income eligibility) for rent and tenant supplied utilities (limited to gas, electric, water, sewer, trash); and/or
2. If an Applicant household is currently homeless defined as
  - a. Lacking a fixed and regular nighttime place of residence or;
  - b. Living in a place that is not designed for long term habitation, such as a motel or shelter or;
  - c. Living with another family in the other family's primary place of residence (does not apply to roommate situations where the Applicant is a primary on the lease); and/or
3. An Applicant is living in Transitional Housing (housing that has a programmatic time limit on length of occupancy).
4. An Applicant is living in overcrowded conditions, which is more than 2 persons per bedroom; and/or
5. An Applicant household has a handicapped or disabled household member living in a unit that does not have appropriate accessibility features.:
6. Applicants with a primary ownership interest in a dwelling will not qualify for this preference even if they do not currently live in the dwelling unless the dwelling is deemed to be seriously substandard without possibility of rehabilitation and meets one or more of the housing needs criteria. Examples of this would be dwellings that lack one or more utility or vital service because they are not available in the area or the home is found to be basically unsound, not completed or condemned.

### **3.2.3 CERTAIN VICTIMS OF DOMESTIC VIOLENCE**

Families that meet one or more will receive one preference point:

1. A household member has within the past 60 days been a victim of actual violence by another member of their household, or the actual violence is ongoing, and the perpetrator is still residing in the applicant's household.
2. A household is displaced by domestic violence defined as lacking a fixed and regular place of residence (does not include living with someone else in their home) and they left their last fixed place of residence to escape physical violence committed by someone who lived in the residence. This preference will only be awarded if the last place of permanent residence was in Arizona.

#### **3.2.4 UNIT TRANSFER**

Households applying for voluntary unit transfer under the transfer policy will receive 3 preference points but are not eligible to any other preference. See Section 9.

#### **3.2.5 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 as outlined in Section 3.1.1.

1. If an applicant without a specific preference later qualifies for the preference, 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 3 or more preference points, applicants with two or fewer preference points will be screened and receive assistance ahead of any applicants with three or more preference points who apply during the non-resident screening process.
3. Such changes will be identified monthly at waiting list reconciliation and the Public Housing Lead will be notified of these changes so that processing may begin. Applicants may be skipped for available vouchers until processing is completed provided there is no delay caused by the CFHA.

#### **3.2.6 PREFERENCE SUSPENSION FOR VICTIMS OF A FEDERALLY DECLARED DISASTER**

In the case of a federally declared disaster, Clark Homes 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 points 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 Clark Homes and the applicant will be documented in the applicant’s computer file (either the third-party vendor site or in the site software if full processing has begun).

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

Applicants will be placed on the waiting list for the appropriate size unit(s) as requested on the Pre-Application based on date and time of application, with preference status taken into consideration. If the family qualifies for multiple bedroom sizes, they may choose a single or multiple bedroom sizes to apply for in order to be housed in the most expeditious manner possible. 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

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 (unless the Co-Head is a blood relative or other person not acting as a Spouse).

In determining bedroom size, Clark Homes 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.

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

1. Smaller Units.
  - a. A family may request a smaller unit size than the guidelines allow. Clark Homes 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. Clark Homes 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.

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

The Waiting List will only be closed when the waiting list has been deemed sufficient to be able to fill all vacancies for at least one year, however this should only be done as a last resort to meet the needs of the potential applicants and/or staff. The list may only be closed with the approval of the Director of Housing Programs or the Executive Director of the Flagstaff Housing Authority. The waiting list should be reopened when the list is no longer deemed sufficient to fill all vacancies for 6 months.

Opening of the Clark Homes waiting list will be announced with thirty (30) calendar days prior notice. The announcement should be posted in the office and sent to all agencies and media who were contacted during the latest outreach, as well as new appropriate agencies as identified. The announcement will be issued in accordance with the current approved Affirmative Fair Housing Marketing Plan.

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 announcement should be posted in the office and sent to all agencies and media who were contacted during the latest outreach, as well as new appropriate agencies as identified. The announcement will be issued in accordance with the current approved Affirmative Fair Housing Marketing Plan.

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**

Clark Homes 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
6. The applicant moves into Clark Homes.

All removals/denials will be applied to all bedroom size waiting lists the applicant is on, unless the removal is for voluntary withdrawal from a specific bedroom size.

Clark Homes' 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, Clark Homes 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 Clark Homes will remove an applicant from the waiting list, Clark Homes 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 fourteen (14) 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**

Clark Homes 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, Clark Homes 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.

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 AND FULL APPLICATION

As a family nears the top of the waiting list, Clark Homes 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 Clark Homes to conduct pre-screening checks, including but not limited to criminal background, sex offender, and EIV Existing Tenant check (see Appendix 6);

Failure to return either the verification of preference, the background check or both is grounds for removal under Section 3.3.3.

If the applicant returns some, but not all of the requested documents the applicant will be notified of the incomplete information. The due date will remain the same.

If the preference claim is changed before the due date of the documents the answer will be deemed a misunderstanding and the applicant will remain on the waiting list without the preference in question.

If the applicant is removed, asks for an informal review within the prescribed timeframes and states that they answered the question incorrectly the answer will be deemed a misunderstanding and the applicant will be reinstated to the waiting list, but without the preference in question.

When the record check and preference verification are returned the following will be sent to the applicant for completion and return:

1. A full application;
2. Consent for Release of Information forms (HUD-9886); and
3. All documentation needed to determine eligibility including Social Security Number information.

When these are returned the CFHA will conduct pre-screening checks, including but not limited to:

1. Court and/or additional criminal background for all adults;
2. Sex offender for all adults;

3. EIV Existing Tenant for all in household;
4. AZTECS/Guide; and
5. Credit check for all adults

When this is completed the applicant information is entered in Yardi and an applicant file is created. Yardi now becomes the primary source of data entry.

Clark Homes 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. Review of the documentation shows the family no longer qualifies to be near the top of the list because preference(s) is not 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. Applicants will also be given the opportunity to update HUD Form 92006 if they desire.

#### **4.1.2 ELIGIBILITY INTERVIEW**

Once the requested verifications have been provided and suitability determined, the family will be notified via email and by first class mail that they must attend an 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. The 214 statements and Race/Ethnicity forms will be completed at this time. Any further verification identified as missing will be requested. Applicants will also be given the opportunity to update HUD Form 92006 if they desire.

#### **4.1.3 VERIFICATION**

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 sixty (60) calendar days of date of receipt by Clark Homes. The verification process is described in detail in Section 6.

#### **4.1.4 DETERMINATION OF ELIGIBILITY**

After the verification process is completed, Clark Homes will make a final determination of eligibility. This determination is based on information provided by the family, third-party documents, and Clark Homes 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. The appointment for the briefing will be sent when a Notice of Intent to Vacate has been received for a unit which the Applicant will be offered. 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. Clark Homes grievance procedure;
4. Utility allowances;
5. Utility charges;
6. EIV brochures;
7. Security Deposit;
8. Move in procedures; and
9. The Resident Handbook.

The applicant must sign a certification that they have received these documents and have reviewed the documents with Clark Homes personnel. The certification will be filed in the applicant's file.

#### **4.2 USE OF THE EIV EXISTING TENANT SEARCH**

The EIV Existing Tenant Search will be run on all persons who will reside in the unit (whether or not classified as household members) during the prescreening phase outlined in Section 4.1.1. It will be run again immediately prior to move in if more than six months have elapsed since initial check.

If the Head of Household, Spouse, Co-head or any other Adult Household Member is found to be an existing Tenant through EIV the property at which the Resident dwells (or the PHA which issued the Housing Choice Voucher if that is the form of assistance) must be contacted so that the Move Out and Move In dates may be accurately coordinated.

If a minor Household Member is found to be an existing tenant, we must take the following steps:

- Determine primary custody if there are legal documents. The household with primary custody is the household which has the right to include the minor as a household member.
- If custody is joint with 50/50 or undesignated parenting time the existing household will continue to include the child as a household member. All income and deductions for the child will remain with that household. The new household will list the child in the household with one of the HUD approved exception codes.
- If custody is joint with more than 50% parenting time the majority parenting time household will include the child as a household member. All income and deductions for the child will remain with that household. The minority parenting time household will list the child in the household with one of the HUD approved exception codes.
- If no legal documents exist, or if the applicant household claims the child will reside with them request documentation from the existing household where the minor is currently included.
- If the minor will be included in the new applicant household contact the property where the existing household resides to ensure the minor is removed from the existing household. As long as the property where the existing household resides confirms that the minor is being removed an offer of housing will not be delayed to coordinate with the existing property if the household is deemed otherwise eligible.

#### **4.3 OFFER OF A UNIT**

Clark Homes will make the unit offer at the conclusion of the prelease briefing. The family will be advised of their status on any other bedroom size waiting list for which they initially applied and advised that they will be removed from such lists upon move into the offered unit. The family will be provided five (5) business days to:

1. Preliminarily accept the offer, 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 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 for available units 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. Clark Homes may skip applicants not ready due to Clark Homes action or inaction provided there will be a unit available upon completion of eligibility determination.

#### **4.3.1 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.

#### **4.3.2 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, voluntary withdrawal to wait for a different bedroom size unit at Clark Homes, proximity to work or school (if a change is pending), unable to terminate current lease, and childcare.

#### **4.3.3 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.

##### **4.3.3.1 MOVE-IN INSPECTION**

Prior to lease signing, a Clark Homes 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.

#### **4.3.4 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 Clark Homes will retain the original executed lease in the tenant's file.

When the family signs the lease for Clark Homes, they will be automatically removed from the waiting list for all other bedroom sizes for which they initially applied.

##### **4.3.4.1 SECURITY DEPOSIT**

The family will pay the security deposit at the time of lease signing. The security deposit is the greater of the total tenant payment or \$50 pursuant to HUD Handbook 4350.3 Chapter 6, Section 2.

The total Security Deposit shall be paid at the time of move in. Guarantee of payment (voucher) from a Social Service Agency who will pay the deposit will be accepted, however such payment will not entitle the agency to refund of the deposit upon move out.

In the case of a move within Clark Homes, the security deposit for the first unit will be transferred to the second unit.

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, Clark Homes counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, Clark Homes 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. Student financial aid that is in excess of amounts received for tuition is included in annual income except if the student is over the age of 23 with dependent children or the student is living with his or her parents who are receiving Section 8 assistance.
5. Pension/Retirement income
6. Unemployment and Disability income
7. TANF/Public Assistance, including imputed income from welfare
8. Alimony and Child Support
9. Regular contributions or gifts
10. US Armed Forces income
11. GI Bill Housing Stipend

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

Clark Homes 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 Clark Homes can reasonably project the start and end of part year and seasonal employment. For example:

- A teacher's assistance 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]**

Clark Homes will impute (count) welfare income not received by the family if the welfare assistance was reduced, as specified in notice to Clark Homes 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 Clark Homes, the welfare agency will inform Clark Homes 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 Clark Homes of any subsequent changes in the term or amount of such specified welfare benefit reduction. Clark Homes 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. Clark Homes 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 Clark Homes has calculated the amount of imputed welfare income in accordance with HUD requirements, and if Clark Homes denies the family's request to modify such amount, then Clark Homes will give the resident written notice of denial, with a brief explanation of the basis for Clark Homes' determination of the amount of imputed welfare income. Clark Homes' notice will also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with Clark Homes grievance policy. The resident is not required to pay an escrow deposit to obtain a grievance hearing.
4. Relations with welfare agencies
- a. Clark Homes 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 Clark Homes written notice of such reduction, the family's annual income will include the imputed welfare income because of the specified welfare benefits reduction.
  - c. Clark Homes 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. Clark Homes 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). Clark Homes 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 or fees;
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 (if under \$200 per month);
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.

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

If a Clark Homes 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.

Clark Homes 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, Clark Homes 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, Clark Homes 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 Clark Homes;
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 Clark Homes.

## 6 VERIFICATION OF INFORMATION

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Clark Homes 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 presents this verification ranking.

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	Highest (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written Third-Party Verification	High (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	Written Third-Party Verification Form	Medium-Low (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 Clark Homes 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 Clark Homes 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-50059.

Clark Homes 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. Clark Homes will use the EIV system to compare the income source and amount recorded in the participant-supplied income data and form, HUD 50059 maintained in the Clark Homes database.

More information about how Clark Homes 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.

Clark Homes 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.

Clark Homes 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 Clark Homes 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 Clark Homes 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, Clark Homes 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. EIV/UIV is not available;
2. To supplement EIV/UIV;
3. When the tenant disputes EIV/UIV results; and
4. When there is a discrepancy between EIV/UIV and the tenant-provided documents of \$200 per month or more and the participant disputes the EIV/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 Clark Homes 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: 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, Clark Homes will not request a benefit verification letter from the tenant. If the tenant disputes the EIV information, then Clark Homes 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, Clark Homes 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 Clark Homes to collect information from a third-party. Clark Homes 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 Clark Homes.

Clark Homes will allow ten (10) business days for the return of third-party written verification prior to continuing on to the next level of verification. Clark Homes 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**

Clark Homes may, at its discretion, reject any applicant/tenant-provided documents and follow up directly with the source to obtain necessary verification of information. Clark Homes 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).

Clark Homes 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 Clark Homes deems necessary to complete the income determination process, Clark Homes will submit a traditional third-party verification form to the third-party source for completion and submission to Clark Homes.

#### **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 Clark Homes contact with the source, in person or by telephone. When this method is used, Clark Homes 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, Clark Homes 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:

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. Clark Homes will make a copy of the individual's INS documentation and place the copy in the file. Clark Homes will also verify their status through the INS SAVE system. If the INS SAVE

system cannot confirm eligibility, Clark Homes 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 the head of the household or another adult household member.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to Clark Homes. 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 Clark Homes 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 Clark Homes unit, the family will be evicted or terminated from assistance and will not be eligible to be readmitted to Section 8 or Clark Homes 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, Clark Homes will accept an original document issued by a federal or state government agency (including a DES printout) 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 must provide Clark Homes with a complete and accurate Social Security Number unless they do not contend eligible immigration status or are aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 even if there was a break in assistance.

Additionally, a household member under the age of six, who has not been assigned a social security number and is added to the household within 180 days prior to the date of admission may be admitted but must supply the social security number and documentation within 90 days of admission.

If an individual fails to provide the verification within ninety (90) days, the family will be denied assistance. Clark Homes 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.

### **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. Clark Homes 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 have been received by Clark Homes within 120 calendar days of certification or reexamination. If the verification is older than 120 days, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, Clark Homes 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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### **7.1 DETERMINING TOTAL TENANT PAYMENT**

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 \$25.00.

#### **7.1.1 UTILITY ALLOWANCE**

Clark Homes 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, Clark Homes 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 Clark Homes. 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.

### **7.1.1.1 UTILITY ALLOWANCE REVISION**

Clark Homes 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. Clark Homes 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 Clark Homes.

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.

### **7.2 MINIMUM RENT**

Clark Homes minimum monthly rent is \$25.00.

#### **7.2.1 HARDSHIP EXEMPTION**

The hardship exemption applies only to families required to pay minimum rent. If the family requests a hardship exemption, Clark Homes or the Management Agent may suspend the minimum rent beginning the month following the family's request until Clark Homes or the Management Agent 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.

Clark Homes must determine whether a hardship exists and whether the hardship is temporary or long term.

1. No hardship. If Clark Homes 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 Clark Homes 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. Clark Homes 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. Clark Homes will offer a repayment agreement for any rent not paid during the period of suspension.
3. Long-term hardship. If Clark Homes 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 Clark Homes' determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

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

Clark Homes 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, Clark Homes will:

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.
2. Subtract the total tenant payment from the gross rent applicable to the unit to determine the family maximum subsidy. This is the maximum subsidy the family could qualify for if all members were eligible.
3. Divide the family maximum subsidy (step 2) by the total number of persons in the family to determine the maximum subsidy per family member.
4. Multiply the maximum subsidy per family member (step 3) by the number of family members who have citizenship or eligible immigration status to determine the amount of the eligible subsidy.
5. Subtract the eligible subsidy (step 4) from the gross rent applicable to the unit to determine the mixed family total tenant payment.

6. Subtract any applicable utility allowance from the mixed family total tenant payment (step 5) to determine the mixed family tenant rent.

#### **7.3.1 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.

#### **7.4 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. All Residents must pay their rent at the Clark Homes Office, 980 W Thorpe Rd., Flagstaff, 86001.

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

#### **7.4.1 LATE CHARGES AND OTHER FEES**

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

1. A Notice to Vacate will be issued to the tenant; and
2. A \$5 late charge will be assessed to the tenant on the sixth day of each month.
3. An additional \$1 late charge per day will be assessed for each day after the sixth the rent remains unpaid to a maximum of \$30.
4. If rent is paid through the after-hours drop slot it is deemed as received the previous business day.
5. If rent is paid by mail the rent is deemed received on the date of postmark if available.

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. Late charges will be assessed to the tenant; and

3. A fee for any bank charges and/or processing costs charged by the bank will be assessed to the tenant.

#### **7.4.2 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 RECERTIFICATION/REEXAMINATION**

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At least annually, Clark Homes 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; and
3. Whether the family continues to meet occupancy requirements related to criminal background.

#### **8.1 NOTICE REQUIREMENTS**

##### **8.1.1 120 DAYS PRIOR TO ANNIVERSARY DATE**

1. Clark Homes will send a recertification initial recertification notice and packet to the family at least 120 days prior to the anniversary date.
2. Forms for the family to complete and return to Clark Homes.
3. Families must return all forms in the packet in preparation for a recertification appointment. Partially completed packets will not be accepted.
4. 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 will be included.

##### **8.1.2 90 DAYS PRIOR TO ANNIVERSARY DATE**

1. If the packet has not been received Clark Homes will send a second recertification notice to the family at least 90 days prior to the anniversary date.
2. If the packet and all verifications have been received:
  - a. Verifications will be checked for completeness, any follow up or needed traditional third-party verifications will be sent.

- b. The Dru Sjodin National Sex Offender website will be checked for all adult household member
  - c. EIV will be checked and reconciled.
  - d. AZTECS will be checked and reconciled.
3. When the packet is complete an appointment will be scheduled. The appointment should take place 31-90 days prior to the anniversary date.

#### **8.1.3 60 DAYS PRIOR TO ANNIVERSARY DATE**

1. If the packet has not been received Clark Homes will send a final recertification notice to the family at least 60 days prior to the anniversary date. The notice will state that if the packet is not received within ten days the subsidy will terminate on the anniversary date.

#### **8.1.4 45 DAYS PRIOR TO ANNIVERSARY DATE**

1. If the packet has not been received Clark Homes will send a subsidy termination notice to the family at least 45 days prior to the anniversary date. The notice will state that the subsidy has been terminated and rent will increase to the market rent for the unit on the anniversary date.

### **8.2 RECERTIFICATION APPOINTMENT**

Upon return of the packet, an appointment will be scheduled (if the packet is returned prior to the subsidy termination date). 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, Clark Homes 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 and sex offender check.

During the appointment, Clark Homes will:

1. Inform the family of the results of the rent.

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. Discuss the results of the criminal background check.
4. Execute the lease addendum if the family continues to be eligible for assistance.

### **8.3 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 Clark Homes taking actions against the family to terminate subsidy.

If the second appointment is missed the notices in 8.1.3 and 8.1.4 respectively will be sent, if this was not done previously.

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

#### **8.4.1 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. Clark Homes will provide 30-days' notice of the rent increase and any back rent will be collected by Clark Homes.

#### **8.4.2 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 unless the decrease is due to an increase in anticipated medical expenses.

### **8.5 INTERIM REEXAMINATIONS**

Interim reexamination is triggered by the following changes between regular examinations. Families are required to report these changes to Clark Homes 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. Consistent increase in income of \$200 or more per month that will result in a cumulative increase of \$2,400 per year; and/or 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, Clark Homes 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.

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

Where Clark Homes 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, Clark Homes 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.

This method will not be used at New Admission or if the employment is new and does not begin at the start of the anticipated work year (for example a new hire by the schools in December).

#### **8.5.2 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 an EIV existing tenant check, landlord references, personal record check, and criminal and sex offender checks as applicable. Credit checks are not necessary.

Clark Homes 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 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.

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

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

#### **8.6 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, Clark Homes 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.

Families on minimum rent, with a minimum rent waiver, or is a mixed household whose TTP exceeds their income will be required to state their income and expenses quarterly.

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

### **8.7.1 RENT INCREASE**

Rent increases based on family changes reported and timely 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.

### **8.7.2 RENT DECREASE**

Rent decreases based on family changes reported 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 on 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 Clark Homes money, the resident debt will be offset to the degree possible before the resident chooses between the two refund methods.

## **8.8 CLARK HOMES ERRORS IN RENT CALCULATION**

If at any time an error is discovered in Clark Homes 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 decrease will be effective retroactively.
  - b. 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 Clark Homes money, the resident debt will be offset to the degree possible.
  - c. The refund will be given to the participant within thirty (30) days.
  - d. The rent decrease will become effective the first of the following month.

## 9 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.

### 9.1 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 Clark Homes 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 Clark Homes 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 offer incentives to families willing to help meet certain Clark Homes 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 transfers between developments will be avoided.

5. Category E: Resident requested Transfers as described below.

#### **9.1.1 RESIDENT REQUESTED TRANSFERS**

If a household is not seriously over or under housed but qualifies for a different size unit Under Section 3.3.1 of this policy, the household may apply to go on the Waiting List for the eligible bedroom size. The application will be treated as any other application. The application will receive three preference points as a unit transfer, and is not eligible to any additional preference points. Families approved for such transfers will meet the following eligibility criteria prior to being considered for a specific unit:

1. Have had a change in household composition since move in or have been a tenant for at least three (3) years;
2. Is current in the payment of all charges owed to Clark Homes and has not paid rent late more than once during the past twelve (12) months;
3. Passes a current housekeeping inspection and does not have any record of housekeeping problems during the past twelve (12) months; and
4. 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 Clark Homes staff.

#### **9.2 TRANSFER WAITING LIST**

Clark Homes 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. VAWA Emergency transfers are kept on a separate confidential 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 Clark Homes Occupancy and Maintenance Departments with a limit of one transfer per development every 45 days.
4. Transfers in category E will be housed as they reach the top of the regular waiting list (see Section 3 and Section 3.2.4 of this Policy).

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

Upon offer and acceptance of a unit, the family will execute all lease-up documents within two (2) business days of being informed the unit is ready to rent. Three (3) calendar days after the move in is completed, a move out inspection will be done at the former residence. Rent will start at the new unit effective this date. In order for the move out to be completed the unit must pass inspection. If the former unit does not pass inspection on the third day the Resident is responsible for market rent until the inspection passes.

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

1. If 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 Clark Homes and the family rejects an offer without good cause, Clark Homes will take action to terminate their tenancy.
  - a. If the reason for the transfer is that the current unit is too small to meet Clark Homes 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.

### **9.5 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 Clark Homes:

1. When the transfer is needed in order to carry out demolition, disposition, revitalization or rehabilitation activities.
2. When action or inaction by Clark Homes 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.

#### **9.5.1 STANDARDS FOR UNIT TO PASS INSPECTION AT MOVE OUT AT UNIT TRANSFER**

A. The following items must be completed for the inspection to pass:

1. Tile floor must be swept and mopped clean.
2. Stove and oven must be clean.
3. Refrigerator must be clean.
4. Carpets must be vacuumed.
5. Windows must be clean.
6. All furniture, garbage and other items must be removed from the unit, storage and yard.

#### **9.5.2 TRANSFER SECURITY DEPOSITS**

Clark Homes will not require any additional security deposit for the new unit. The security deposit from the prior unit will be transferred to the new unit. e.

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

## 10 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.

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

### 10.1 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. Clark Homes 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.

#### 10.1.1 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 Clark Homes will schedule the repairs to be completed within 30 days of occupancy.

### 10.2 HOUSEKEEPING INSPECTIONS

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

1. Housekeeping inspections are conducted by Clark Homes 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 Clark Homes 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.

### **10.3 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.

### **10.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by Clark Homes, 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.

### **10.5 EMERGENCY INSPECTIONS**

If an employee or agent of Clark Homes 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.

### **10.6 PRE-MOVE-OUT INSPECTIONS**

When a resident gives notice that they intend to move, Clark Homes will offer to schedule a pre-move-out inspection with the family. The inspection allows Clark Homes 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 Clark Homes to ready units more quickly for the future occupants.

### **10.7 MOVE-OUT INSPECTIONS**

Clark Homes 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. Clark Homes will furnish a statement of any charges made against the resident's security deposit provided the resident turns in the proper notice under State law.

### **10.8 NOTICE OF INSPECTION**

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

## 11 PET POLICY

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Clark Homes allows service animals, assistance animals and common household pets in Clark Homes developments. The resident assumes full responsibility and liability for the animal/pet and agrees to hold Clark Homes 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 Clark Homes, as applicable.

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

### 11.1 COMMON HOUSEHOLD PETS

Only domesticated animals such as a cat, bird, fish in aquariums or a turtle will be allowed in Clark Homes 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.

#### 11.1.1 PET APPROVAL/DISAPPROVAL

Residents must have the prior written approval of Clark Homes 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 Clark Homes will approve the request.

Residents must give Clark Homes 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 Clark Homes 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 Clark Homes grievance procedures.

##### 11.1.1.1 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 Clark Homes if this is required under state or local law for the pet type. 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.

### **11.2 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, Clark Homes 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 Clark Homes 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 Clark Homes withdrawing approval of the pet or termination of tenancy.

### **11.3 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.

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

No animal will be allowed or permitted to remain that constitutes a nuisance or threat to Clark Homes 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. Pet bedding shall not be washed in any common laundry facilities.

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 Clark Homes 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.

#### **11.5 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.

#### **11.6 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, Clark Homes 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.

#### **11.7 REMOVAL OF PETS**

Clark Homes, 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 Clark Homes 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, Clark Homes 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 Clark Homes is unable to reach the emergency caregiver, Clark Homes will contact local authorities and request removal of the pet.

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

#### **11.8 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 Clark Homes 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, caged 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 Clark Homes property within 24 hours of written notice. The pet owner may also be subject to termination of his/her dwelling lease.
8. Clark Homes grievance procedures are applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

#### **11.9 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 Clark Homes. The pet owner may also be subject to termination of his/her dwelling lease and eviction.

#### **11.10 SERVICE ANIMALS AND ASSISTANCE ANIMALS**

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

##### **11.10.1 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.

#### **11.10.1.1 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.

Clark Homes 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 Clark Homes dwelling unit under Clark Homes reasonable accommodation policy.

#### **11.10.2 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, Clark Homes may withdraw approval of the service animal.

### **11.10.3 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 Clark Homes reasonable accommodation policy.

#### **11.10.3.1 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 Clark Homes dwelling unit under Clark Homes reasonable accommodation policy. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

Clark Homes 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.

### **11.10.4 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 Clark Homes in identifying the pet if necessary and ensuring the animal is inoculated and licensed.

## 12 REPAYMENT AGREEMENTS

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When a resident owes Clark Homes back charges and is unable to pay the balance by the due date, the resident may request that Clark Homes 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 Resident and Clark Homes must both agree to the terms of the repayment agreement. Clark Homes will not agree to any repayment agreement term longer than twelve (12) months, nor any monthly payment amount less than \$50.

All Repayment Requests must

1. Contain all provisions listed in Housing Notice H 2013-06
2. Be in writing and signed by both parties; and

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

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.

## 13 TERMINATION

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Clark Homes 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. Pattern of Late Payment of Rent
  - a. Pattern of Late Payment of Rent is considered a repeated lease violation and will be addressed as follows:
  - b. At any time that rent is paid late three (3) times during a five (5) month period a pattern of late payment will be considered to exist. Upon the third late payment in the five (5) month period an Order to Correct will be issued.
  - c. After the initial Order to Correct has been issued any late payment within the next six (6) months will be considered a repeated violation and failure to correct. Upon the receipt of the late payment a final warning will be issued.
  - d. Any further late payments within six (6) months of issuance of the final warning will be grounds for termination of tenancy.
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, Clark Homes 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 Clark Homes personnel, residents or employees of any contracted services on behalf of Clark Homes. 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 Clark Homes 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 Clark Homes;
17. Disconnecting a smoke detector in any manner, removing any batteries from a smoke detector or failing to notify Clark Homes if the smoke detector is inoperable for any reason;
18. Any family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
19. The manufacture of methamphetamine on the premises of Clark Homes or on the premises of any other federally assisted housing
20. Any violent or drug-related criminal activity by the resident or member of the resident's household;
21. Any violent or drug-related criminal activity on the premises by any other person under the resident's control;
22. Alcohol abuse that Clark Homes determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
23. Any household member is subject to a lifetime registration requirement under a State sex offender registration program.
24. Determination that a household member is illegally using a drug (including medical marijuana) or when Clark Homes 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;
25. Criminal activity as shown by a criminal conviction record or other preponderance of evidence; and
26. 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, Clark Homes 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 Clark Homes proposes to terminate the lease for criminal activity as shown by a criminal record, Clark Homes will notify the household of the proposed action and provide the person (i.e. the household member) and the head of household with 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 Clark Homes 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.

### **13.1 TERMINATION OF SUBSIDY**

Clark Homes must terminate the HUD subsidy for material noncompliance with the terms of the subsidy program, including but not limited to:

1. Total Tenant Payment based on calculations performed in accordance with this policy exceeds the Gross Rent for the unit.
2. Failure to complete an Annual or required Interim Recertification.
3. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
4. Failure to keep appointments;
5. Refusal or Failure to sign the HUD required forms HUD 9887 and HUD-9887-A
6. Refusal or failure to transfer to an appropriate size unit upon notification;
7. A Tenant has been receiving assistance but is unable to establish citizenship or eligible immigration status;
8. A student enrolled at an institution of higher education does not meet the student eligibility requirements;

9. Fifteen days following the 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; or
10. Any other failure to comply with the terms of the subsidy program

### **13.2 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 market rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### **13.3 TERMINATION NOTICE**

Clark Homes 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 Clark Homes 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, Clark Homes may seek enforcement of the termination in court.

The notice will 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 and will be sent by first-class mail to the unit address. A copy of the notice will be sent via certified mail, return receipt requested.

#### **13.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, Clark Homes will return the security deposit plus actual accrued interest 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.

#### **13.5 ABANDONMENT**

Clark Homes 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 Clark Homes 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 Clark Homes 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, Clark Homes 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 fourteen (14) calendar days after Clark Homes 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, Clark Homes 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 Clark Homes before the date of disposition. To reclaim the personal property, the resident must pay Clark Homes 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 Clark Homes, 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 Clark Homes. If the family's address is not known, Clark Homes will keep the remaining money for the resident for one year. If it is not claimed within that time, it belongs to Clark Homes.

Money held by Clark Homes as a security deposit will first be applied to any accrued rent or charges, damages, and other costs incurred by Clark Homes 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 Clark Homes 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 Clark Homes will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, Clark Homes 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.

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 continued occupancy in a Clark Homes 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 Clark Homes website and is communicated to applicants and tenants throughout the relationship with Clark Homes.

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.

#### **CLARK HOMES APPLICANTS**

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

1. By submitting a written request; or
2. By calling the Clark Homes Management Office to make special arrangements.

#### **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.

## **TENANTS**

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, Clark Homes 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, Clark Homes will obtain documentation that the requested accommodation is needed due to the disability. Clark Homes 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 Clark Homes business. Clark Homes' business is housing. If the request would alter the fundamental business that Clark Homes conducts, that would not be reasonable. For example, Clark Homes would deny a request to have Clark Homes 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, Clark Homes 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, Clark Homes retains the right to be shown how the requested accommodation enables the individual to access or use Clark Homes' programs or services.

If more than one accommodation is equally effective in providing access to Clark Homes programs and services, Clark Homes 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**

The cost necessary to carry out approved requests, including requests for physical modifications to Clark Homes units, will be borne by Clark Homes if there is no one else willing to pay for the modifications. If another party pays for the modification, Clark Homes 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 Clark Homes unit at their own expense, Clark Homes will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

**VERIFICATION OF NEED FOR A REASONABLE ACCOMMODATION**

Clark Homes 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. Clark Homes 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. Clark Homes 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:

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**

Clark Homes 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, Clark Homes 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**

Clark Homes 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 Clark Homes prior to approval of an additional bedroom. Clark Homes will not approve an additional bedroom or larger unit for an unidentified live-in aide.

The live-in aide must provide a background check as outlined in Section 8.5.2 of this policy, proof of identity and proof of Social Security number. No other documentation is required.

An EIV Existing Tenant check and Sex Offender check must be performed.

Clark Homes 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 Clark Homes or to another PHA in connection with Section 8 or Clark Homes 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 Clark Homes program;
3. An undue financial and administrative burden to Clark Homes;
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.

Clark Homes 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 Clark Homes Administrative Grievance Procedures or Informal Review and Hearing Procedures.

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

An applicant or tenant may file a complaint in accordance with Clark Homes Administrative Grievance Procedure or Informal Review and Hearing Procedures following formal determination by Clark Homes.

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

## APPENDIX 2 CLARK HOMES 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 Clark Homes 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 Clark Homes. 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 Clark Homes will not enter information provided to Clark Homes 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 (Clark Homes) 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 Clark Homes or the owner or property manager.
2. Clark Homes 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, Clark Homes, the owner or property manager are granted the authority to bifurcate the lease.
3. Clark Homes, 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 Clark Homes 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 Clark Homes 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**

Clark Homes 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.

Clark Homes 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**

Clark Homes 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 Clark Homes, owner or property manager.

1. *Requirement for Verification.* The law allows, but does not require, Clark Homes 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. Clark Homes will require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by Clark Homes. Section 8 owners or managers receiving rental assistance administered by Clark Homes 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 Clark Homes 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 Clark Homes 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 Clark Homes 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 Clark Homes 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 Clark Homes, owner or property manager, Clark Homes will require third-party verification as described above.
6. Clark Homes 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 Clark Homes 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**

Clark Homes is concerned about the safety of its tenants (including Clark Homes 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), Clark Homes 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 Clark Homes 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 Clark Homes 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 Clark Homes 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 Clark Homes 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**

To request an emergency transfer, the tenant shall notify Clark Homes management office and submit a written request for a transfer to another unit within Clark Homes. Clark Homes 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 Clark Homes program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

#### **EMERGENCY TRANSFER CONFIDENTIALITY**

Clark Homes will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives Clark Homes 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 Clark Homes' 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. Clark Homes cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. Clark Homes 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. Clark Homes 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 Clark Homes has no safe and available units for which a tenant who needs an emergency transfer is eligible, Clark Homes 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, Clark Homes 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 Clark Homes business hours; and
2. Provide documentation necessary for Clark Homes 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.

Clark Homes 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 Clark Homes inspection.

### **RESCHEDULING APPOINTMENTS**

The family must call or email Clark Homes to reschedule a missed appointment. Clark Homes 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, Clark Homes 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 CLARK HOMES**

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.

**CLARK HOMES 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 Clark Homes 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 Clark Homes grievance policy.

**APPENDIX 4 INCOME INCLUSIONS AND EXCLUSIONS**

<b>INCOME INCLUSIONS 24 CFR 5.609</b>	
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>

<b>INCOME INCLUSIONS 24 CFR 5.609</b>	
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> <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> </ol>

<b>INCOME INCLUSIONS 24 CFR 5.609</b>	
	4. Imputed Welfare Income as described in the administrative plan.
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> </ol>

<b>INCOME EXCLUSIONS 24 CFR 5.609(c)</b>	
	<ol style="list-style-type: none"> <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. For Clark Homes, only athletic scholarships are considered.</li> </ol>
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, childcare, etc.) and that are made solely to allow participation in a specific program;</li> <li>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 Clark Homes' governing board. No resident may receive more than one such stipend during the same period of time;</li> <li>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</li> </ol>

<b>INCOME EXCLUSIONS 24 CFR 5.609(c)</b>	
	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.
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	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: <ol style="list-style-type: none"> <li>1. The value of the allotment made under the Food Stamp Act of 1977;</li> <li>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);</li> </ol>

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

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 childcare 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);

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

- 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);
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**

<b>Item Requiring Verification</b>	<b>Acceptable Hand-carried Verification</b>	<b>Acceptable 3<sup>rd</sup>-party Verification</b>
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

<b>Item Requiring Verification</b>	<b>Acceptable Hand-carried Verification</b>	<b>Acceptable 3<sup>rd</sup>-party Verification</b>
Childcare costs	Bills and receipts from childcare provider	Written verification or letter from childcare provider
Disability assistance expenses	Bills and records of payment from suppliers, care givers, etc.	Letters from suppliers, care givers, etc.
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

<b>Item Requiring Verification</b>	<b>Acceptable Hand-carried Verification</b>	<b>Acceptable 3<sup>rd</sup>-party Verification</b>
Assets disposed of for less than fair market value	Original receipt and receipt at disposition Other evidence of worth	Not applicable
Earned income/wages	Multiple consecutive pay stubs	Written verification or letter from employer
Self-employed	Tax return from prior year Books of accounts	Not applicable
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

Item Requiring Verification	Acceptable Hand-carried Verification	Acceptable 3 <sup>rd</sup> -party Verification
		in order to participate in a program

## **APPENDIX 6 CLARK HOMES USE OF HUD'S ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM**

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The EIV system 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.

Clark Homes 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. Clark Homes uses the EIV system to compare the income source and amount recorded in the participant-supplied income data and form, HUD 50059 maintained in the TRACS database.

### **NEW ADMISSIONS**

For each new admission, Clark Homes will:

1. Review the EIV Existing Tenant Search for all household members to determine if there is a current assisted tenancy to resolve prior to admission.
2. Review the EIV Income Report to confirm/validate family-reported income within 90 days of the PIC submission date;
3. Print and maintain a copy of the EIV Income Report in the tenant file;
4. Resolve any income discrepancy with the family within sixty (60) calendar days of the EIV Income Report date; and
5. Print and maintain a copy of the EIV Summary Report in the tenant file within 90 days of the PIC submission date.

### **ANNUAL REEXAMINATIONS**

Clark Homes will pull an EIV Income Report, Income Discrepancy Report (and Summary Report if the current report does not show all household members with a status of verified) for the household from the system 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, Clark Homes 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, Clark Homes 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.

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

When Clark Homes cannot readily anticipate income, such as in cases of seasonal employment, unstable work hours or suspected fraud, Clark Homes 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.

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

#### **INTERIM REEXAMINATIONS**

Clark Homes will pull an EIV Income Report and Income Discrepancy Report from the system prior to an interim reexamination. The report will be compared with family-reported information. If a potential discrepancy is discovered, the steps outlined above will be followed.

#### **RETROACTIVE RENT**

Clark Homes will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50059 and supporting documentation) to support such retroactive rent determinations.

#### **EIV REPORT MONITORING**

Clark Homes will monitor the following EIV reports on a *monthly* basis:

1. Deceased Tenants Report,
2. Identity Verification Report, and
3. Multiple Subsidy Report

Clark Homes will monitor the following EIV report on a *quarterly* basis:

1. New Hires Report.

## **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, Clark Homes 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 50059;
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 Clark Homes EIV Security Officer will provide each program a listing of staff members who have Clark Homes approved access to EIV wage/benefit data. The local security monitor or other designated staff will review this list and immediately notify Clark Homes security officer in writing of any names that should be deleted from the list.

Clark Homes 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.

#### **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**

Clark Homes 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 Clark Homes, 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, Clark Homes 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 Clark Homes EIV Coordinator a HUD-issued "Certificate of Completion" is not required.

Clark Homes 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 Clark Homes Security Officer.

The data contained in and provided by the EIV system will be protected by Clark Homes 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.

Clark Homes 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 7 –LANGUAGE ASSISTANCE PLAN

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### FOUR FACTOR ANALYSIS

#### 1. Number of persons encountered

The 2010 US Census records (American Community Survey) show that less than 6% of respondents said they spoke English less than well (a decrease from the 2000 census). The largest single incidence of speaking English less than well was among those who speak Spanish as a primary language (under 4%). Approximately 4% of current LIPH Residents have adult household members who speak English less than well, all but one of these having Spanish as their primary language. Approximately 4% of those currently on FHA Waiting Lists speak English less than well. Based on the Flagstaff Housing Authority Main Office Sign in Log for 7/1/11-6/30/12 less than 3% of those who made contact said they spoke English less than well, again with all of those speaking Spanish. There is nobody who currently resides at Clark Homes who says that they speak English less than well, and less than 2% of those on the Waiting List say they speak English less than well.

#### 2. Frequency of Contact with the Program

As a general rule those who currently reside in our housing come into the office once per month briefly to pay rent. They are required to complete paperwork a minimum of one time per year. Additional sporadic contacts may be made for work orders (which require no paperwork) or Interim Recertifications (which require minimal paperwork). Applicants are required to complete a pre-application once. If they come to the top of the Waiting List all applicants are required to complete a full application (once) and all legal documents upon move in (once). All in all it can be accessed that frequency of contact with the program will be limited (with the exception of rent payments) to less than three times per year. Incidents of contact with LEP persons, as well as their primary language for all sites and programs will be kept on the sign in logs effective January 1, 2009 as a tool to assure on-going compliance.

#### 3. Importance of the Program

We consider housing to be of the utmost importance, and therefore the importance of our program to be very high.

#### 4. Resources and Cost

Available resources for oral interpretation and translation may be accomplished at a minimum of cost to the development. Spanish is the major language spoken by those who state that they speak English less than well. The Management Agent currently has several employees that are bi-lingual English/Spanish that are utilized as necessary. To the extent possible friends and/or family members of LEP persons are used to provide interpretation and translation, as this method is cost effective, allows for accurate translation into the

local dialect spoken by the LEP person, and often leaves the LEP person most at ease. In the event for the need to interpret into a language other than Spanish, if no friend or family member is available, Clark Homes would attempt to enlist an interpreter from Northern AZ University, or use the State of AZ Interpreter database, or other local social services. The cost of written translation is documents is considered to be cost prohibitive based on an average of \$200 per page.

#### **LANGUAGE ASSISTANCE PLAN:**

##### **1. Identifying Individuals Who Need Language Assistance**

Clark Homes will keep “I Speak” Cards as published by the Department of Justice on hand when for LEP persons needing assistance in a language that cannot be identified by the Staff Member

For telephone contacts from LEP persons needing assistance in a language that cannot be identified by the Staff Member the assistance of other staff members will be sought. If the language still cannot be identified every effort will be made to help the caller understand to come into the office to assist us with language identification.

##### **Written Language Services**

The primary language spoken by the majority of LEP persons with which we have contact is Spanish. Because the incidents of contact and population of this group are under 5%, because of the prohibitive cost, and because of the likelihood of Fair Housing issues if documents are only translated in select languages, written translations will not be provided of any documents to LEP persons of any primary language.

HUD translated documents will not be used as they cannot be verified for accuracy, and responsibility to provide written translations of any requested documents into any language would be conferred under Arizona State Law.

##### **2. Oral Interpretation and Translation**

Because of the importance of our program, we will provide oral interpretation and translation to LEP persons regardless of the language group. The following will be taken into consideration when determining the appropriate method for providing such service:

- Cost effectiveness
- Accuracy of the interpretation/translation
- Efficiency of the method
- Preference of the LEP person

The following are potential methods of obtaining and/or providing oral interpretation and translation services:

- The Management Agent currently has several employees that are bi-lingual English/Spanish that are utilized as necessary.
- To the extent possible friends and/or family members of LEP persons

- Northern AZ University
- Coconino Co. Court system database
- State of AZ Interpreter database
- Community Services
- Telephonic Interpretation Services

As a last resort paid interpreters will be used if needed to facilitate effective and/or accurate communications

### 3. Ongoing compliance

Effective January 1, 2009 all sign in logs will have an office use space for staff to note the LEP status of persons who come into the office. The space will be noted E for non-LEP persons or will be notated with the appropriate language spoken for LEP persons. This log will be forwarded to the appropriate staff member for tracking at the end of each month. The Management Agent will begin to research sources for LEP services, especially interpretation and translation and will maintain a list for use of all staff members. All LEP persons will be made aware of services provided by the FHA upon request. Written notices will not be posted, nor foreign language outreach done because the FHA has determined under the four-factor analysis that written translation is neither required, nor is it in the best interest of the agency or those we serve. Staff training on these issues will be provided by key staff members to other existing staff within a reasonable period of time after approval of the Language Assistance Plan. Further training will be provided upon update of the LAP or to new hires. The LAP will be reviewed periodically for continued appropriateness, as well as the need to update based on new or changing information.

## **APPENDIX 8-RECORD RETENTION**

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A copy will be kept of each application received. Documentation will include the pre-application determination of eligibility or ineligibility, removal from the waiting list and reason for removal. A copy of the application will become a part of each participant's file during their participation. Inactive files will be retained for three (3) years from the date of final action. Inactive applications will be filed by removal date, and each month the outdated application files will be destroyed.

Waiting list information will contain race and ethnic designation of the head of household per HUD and Fair Housing Regulations. The printed waiting lists will be destroyed at the end of the fiscal year that occurs after the third year.

All information pertaining to Tenants will be retained for the life of the tenancy plus three years. At move out any negative information which will affect the Tenant's future ability to receive housing beyond three years (i.e. debt owed, eviction for sale or manufacture of methamphetamine) will be split into a separate file. The separate file will be filed alphabetically in a separate file cabinet and retained until the disqualifying act no longer applies. The balance of the file will be filed by date of move out and destroyed when the three year period has expired.

Special Record keeping procedures apply to VAWA claims. See Appendix 2 of this Policy.

## APPENDIX 9-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 calendar day (not business days) 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 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 first working day after the fifth, 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 fees are computed as \$5 automatic on the sixth of the month and an additional \$1 per day thereafter. A day begins at the open business. All rent received in the drop box will be counted as received the working day before. 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 first working day after the fifth, an aged receivables report for occupied units is printed to determine who has not paid rent and/or charges. Seven-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 seven-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 (five business days for mailing plus eight days) are subject to lease termination and eviction. A Five-Day Notice shall be hand delivered to the resident and HUD Forms 5380 and 5382 shall be attached. If an Adult Household member does not receive the hand delivered notice then it will be posted at the unit and a copy shall be sent regular first-class mail and a second copy sent Certified Mail Return Receipt.

If rent is still unpaid at expiration of the Five-Day Notice, or other charges unpaid at the expiration of the thirty-day notice, the FHC attorney shall be contacted to initiate eviction proceedings.

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 FHC 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 seven (7) day notice will be sent.
- Late fees will be assessed at the time that rent is paid.

## **APPENDIX 10-GRIEVANCE POLICY**

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If a negative action is proposed against a Resident (i.e. Lease Termination, Rent Increase or Subsidy Termination) and the Resident requests a meeting in writing within ten calendar days of notification the Public Housing Manager or other party not involved in the original decision and who is not supervised by that person shall meet with the Resident. An interview or discussion will be held and the Resident shall be allowed to present whatever evidence they deem sufficient.

If the Resident does not keep the appointment the evidence and procedures followed will be reviewed to determine reasonableness. If there is sufficient evidence and proper procedures were followed then the termination will be allowed to proceed. If the original decision or notice was deemed incorrect the Resident will be allowed to remain in the unit. The Resident will be notified of this decision in writing.

If the Resident keeps the appointment and the Housing Services Specialist or the Public Housing Manager finds sufficient cause to overturn the initial decision, then the decision will be overturned and the Resident will be notified of this.

If the Resident keeps the appointment and the Housing Services Specialist or the Public Housing Manager does not find sufficient cause to overturn the initial decision, then the Resident will be notified that the original termination notice is being enforced. In situations where the review appointment or decision was delayed for reasons beyond the Resident's control the termination date may be extended at the discretion of the Public Housing Manager or Executive Director.

If the Resident keeps the appointment and a solution that is acceptable to both management and the Resident can be found (irrespective of the correctness of the original determination) then the Resident may be allowed to stay.

If the termination appears to be, or if the Resident claims the termination is related to an incident of Domestic Violence, Dating Violence, Stalking or Sexual Assault then the VAWA procedures outlined in the Tenant Selection Plan Chapter 10 will be followed.

There is no obligation to grant an informal review meeting after the ten days from date of notice has expired. However, a meeting may be granted at the discretion of the Public Housing Manager if it is in the best interest of the Resident family, the property and other Residents.

If a negative action is proposed against an Applicant (i.e. Denial or removal from the Waiting List) and the Applicant requests a meeting in writing within 14 calendar days of notification the Public Housing Manager or other party not involved in the original decision and who is not supervised by that person an appointment shall meet with the Applicant. An interview or discussion will be held and the Applicant shall be allowed to present whatever evidence they deem sufficient.

If the Applicant does not keep the appointment the evidence and procedures followed will be reviewed to determine reasonableness. If there is sufficient evidence and proper procedures were followed then the action will be allowed to proceed. If the original decision or notice was deemed incorrect the Applicant will be allowed to remain on the Waiting List with their original date and time of application. The Applicant will be notified of this decision in writing.

If the Applicant keeps the appointment and the Public Housing Manager finds sufficient cause to overturn the initial decision, then the decision will be overturned and the Applicant will be notified of this.

If the Applicant keeps the appointment and the Housing Services Specialist or the Public Housing Manager does not find sufficient cause to overturn the initial decision, then the Resident will be notified that the original notice is being correct and they must reapply if they are still interested in the program.

If the denial or removal appears to be, or if the Applicant claims the termination is related to an incident of Domestic Violence, Dating Violence, Stalking or Sexual Assault then the VAWA procedures outlined in Appendix 2 of this policy will be followed.

Under no circumstances will an informal review be granted after the fourteen days from date of notice has expired unless the Applicant can prove that they did not receive the notice due to postal error or other extenuating circumstance beyond the Applicant's control, or need for reasonable accommodation that prevented them from making the request in a timely manner.

#### **RESIDENT OR APPLICANT COMPLAINTS**

If the complaint is against another Resident the Resident will be encouraged to put the complaint in writing. Copies of written complaints will put in the files of all involved Residents including the complainant. The Housing Services Specialist will take appropriate action based on the severity of the complaint, the supporting documentation and the occurrence of previous or concurrent complaints.

If the complaint is against a staff member the Resident will be given the option to put the complaint in writing. Written complaints will be forwarded to the immediate supervisor of the staff member. If the Resident does not want to put the complaint in writing the Resident will be referred to the immediate supervisor.

The immediate Supervisor will investigate the complaint promptly by (if appropriate or necessary) reviewing the case file, interviewing the involved staff members and any other staff members who may have direct knowledge, speaking with the Resident/Applicant and other means as necessary to establish the validity of such a complaint. If the complaint is found valid appropriate action will be taken with the staff person involved which may include verbal

counselling, written reprimand, termination of employment and referral to law enforcement or the HUD OIG.

Regardless of the outcome the immediate Supervisor will respond either in person, by phone or in writing to acknowledge the complaint.

Complaints and comments about occupancy policies and procedures will be referred to the Public Housing Manager.

Complaints and comments about Maintenance policies and procedures or workmanship will be referred to the Maintenance Manager.

If Resident wishes to elevate an answered complaint or concern, the Resident will be referred up the chain of command to the Executive Director.

The AZ Public Housing Authority contact information will be posted in the lobby.

## **APPENDIX 11-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 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 ensure 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 at the monthly waiting list reconciliation.

However, in order to ensure 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 childcare during a work reduction caused by the emergency at hand in order to hold the child's place in the childcare 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.

#### **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-9887 and 9887A and (if the police dept. is available for the public) personal record check.

When these items are received the HSS may complete the HUD-50059 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 software. The appointment will be waived unless there is missing documentation or a potential EIV discrepancy has been identified.

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.

### **8.5 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.

### **10. 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.

### **13. 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-TSP 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.