

# Public Housing Admission and Occupancy Policy



*Approved by Resolution 1467 of the Housing Authority of the City of Bloomington Board of Commissioners adopted September 27, 2022, effective January 1, 2023.*





# Public Housing Admission and Occupancy Policy

## Housing Authority of the City of Bloomington

---

### Table of Contents / Document Outline

---

*Approved by Resolution -1467 of the Housing Authority of the City of Bloomington Board of Commissioners adopted September 27, 2022, effective January 1, 2023.*

<b>I.</b>	<b>General Provisions of the Admission and Occupancy Policy.....</b>	<b>1</b>
	A. Purpose	
	B. Amendment	
	C. Non-Discrimination	
	D. Reasonable Accommodation	
	E. Privacy Rights	
	F. Rules and Regulations	
	G. Family Self Sufficiency and TANF	
<b>II.</b>	<b>Eligibility for the Public Housing Program .....</b>	<b>4</b>
	A. Affirmative Marketing	
	B. Qualifying for Admission	
	C. Social Security Number Requirement	
	D. Other Criteria for Admission and Continued Occupancy	
	E. Factors in Denial of Admission	
	F. Ability to Live Independently	
	G. Information from Drug Abuse Treatment Facility	
<b>III.</b>	<b>Receipt of Applications and Determination of Eligibility .....</b>	<b>15</b>
	A. Establishing Waiting Lists	
	B. Receipt of Applications	
	C. Determination of Eligibility	
	D. Proration of Assistance of “Mixed Families”	
<b>IV.</b>	<b>Tenant Selection .....</b>	<b>17</b>
	A. Requirements for applications and waiting lists	
	B. Description of Preference Point System	
	C. Verification and documentation of information relevant to acceptance/rejection	
	D. Notification to applicants	
	E. Non-discrimination	
	F. Wood Hill Towers certified as Housing for Older Persons	
<b>V.</b>	<b>Assignment and Leasing of Units .....</b>	<b>19</b>
	A. Occupancy Standards	

	B. The Lease Agreement	
	C. Security Deposits	
	D. Principal Residence	
	E. Emancipated Minors	
	F. Unit Transfers	
<b>VI.</b>	<b>The Certification Process</b>	<b>29</b>
	A. Initial Certification	
	B. Utility Reimbursement Payments	
	C. Annual Reexamination	
	D. Special (Interim) Reexamination	
	E. Earned Income Disallowance (EID)	
	F. Adjustment for Utility Allowances	
	G. Adjustment Due to Errors	
	H. Reexamination Procedures	
	I. Failure to Report Income Changes	
	J. Damages and Sudden Loss of Income	
	K. Failure to Report Income Changes with Extenuating Circumstances	
	L. Authority Errors	
<b>VII.</b>	<b>Unit Inspections</b>	<b>38</b>
	A. Initial Inspection	
	B. Periodic Inspections	
	C. Special Inspections	
	D. Vacate Inspections	
	E. Photography	
<b>VIII.</b>	<b>Pet Policy for Units Designated for Elderly and/or Disabled</b>	<b>39</b>
	A. General Statement	
	B. Common Household Pets	
	C. Pet Rules	
	D. Nuisance or Threat to Health or Safety	
	E. Denial of Approval	
	F. Pet Rules Violation Procedures	
	G. Exclusion for Animals Necessary as a Reasonable Accommodation	
<b>IX.</b>	<b>Pet Policy for Units Not Designated for Elderly/Disabled</b>	<b>43</b>
	A. General Statement	
	B. Common Household Pets	
	C. Pet Rules	
	D. Nuisance or Threat to Health or Safety	
	E. Violation of Rules	
	F. Denial of Approval	
	G. Breach of Rules Constitutes Breach of Lease	
	H. Exclusion for Animals Necessary as a Reasonable Accommodation	

<b>X.</b>	<b>Eviction Procedures .....</b>	<b>48</b>
A.	Emergency Housing Evictions Procedures	
B.	Class X Felony Evictions	
C.	Other Drug-Related and Criminal Evictions	
D.	Eviction for Non-Payment of Rent	
E.	Eviction for Other Cause	
F.	Nonrenewal of Lease	
G.	Eviction Process	

**APPENDICES**

- Appendix A—Definitions
- Appendix B—Income Limits
- Appendix C—Dwelling Lease
- Appendix D—Security Deposits
- Appendix E—Utility Allowances
- Appendix F—Schedule of Charges
- Appendix G—Grievance Procedure
- Appendix H—Flat Rents
- Appendix I—Benefits That Qualify for Income Exclusion
- Appendix J—Verification
- Appendix K—WASS (Web Access Secure Systems)
- Appendix L—Oxygen Fire Safety
- Appendix M—Community Service and Self-Sufficiency

*This page intentionally left blank*

---

## I. General Provisions of the Admission and Occupancy Policy

---

**A. Purpose.** The purpose of this Public Housing Admission and Occupancy Policy is

1. To provide a standard policy that will enable the Housing Authority staff to administer the public housing program consistently and fairly.
2. To provide an ongoing training document for both experienced and newly hired staff.
3. To provide policies that go beyond the scope of the applicable federal regulations.
4. To provide Housing Authority clients and other members of the public with a basis for Housing Authority decisions.

**B. Amendment.** The Admission and Occupancy Policy can only be amended by the Board of Commissioners of the Housing Authority after public comments from residents, except when amendments are required by federal regulations.

**C. Non-Discrimination.** It is the policy to comply with all federal, state and local nondiscrimination laws and in accordance with the rules and regulations governing fair housing and equal opportunity in housing and employment. The Housing Authority shall not deny any family or individual the opportunity to apply for or receive assistance under the Low Rent Public Housing Program on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, sexual preference, handicap, or disability. The Housing Authority must administer its public housing program in accordance with all applicable equal opportunity requirements imposed by contract or federal law. The Housing Authority must affirmatively further fair housing in the administration of its public housing program.

The Housing Authority shall not, on account of race, color, national origin, sex, religion, familial status or disability:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program.
- Provide housing that is different from that provided to others.
- Subject anyone to segregation or disparate treatment.
- Subject anyone to sexual harassment.
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.
- Treat a person differently in determining eligibility or other requirements for admission.
- Steer an applicant or tenant toward or away from a particular area based on any of these factors.
- Deny anyone access to the same level of services.
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
- Discriminate in the provision of residential real estate transactions.
- Discriminate against someone because they are related to or associated with a member of a protected class.
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

The Housing Authority shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

## D. Reasonable Accommodation

### 1. Fair Housing

It is the policy of the Housing Authority to fully comply with all federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing fair housing and equal opportunity. The Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status or disability be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under the Housing Authority's programs.

To further its commitment to full compliance with applicable civil rights laws, the Housing Authority will provide federal/state/local information to applicants/tenants of the public housing program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable fair housing information and complaint forms will be made available at the Housing Authority office. In addition, all written information and advertisements will contain the appropriate equal opportunity language and logo.

The Housing Authority will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. The Housing Authority will also assist them in completing the forms if requested and provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

2. Reasonable Accommodation. Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority 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. The following clarifies how people can request accommodations and the guidelines the Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

3. Communication. Anyone requesting an application will also receive a Request for Accommodation form. Notifications of reexamination, inspection, appointment, or eviction will include information about requesting reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation. All decisions about granting or denying requests for reasonable accommodation will be in writing.

### 4. Questions to Ask in Considering a Request for Accommodation

a) *Is the requestor a person with disabilities?* For this purpose the definition of "person with disabilities" is different than the definition used for admission. The fair housing definition used for this purpose is as follows:

*A person with physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disabilities may not be apparent to others, e.g., a heart conditions).*



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

b) *Is the requested accommodation related to the disability?* If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority will not inquire as the nature of the disability.

c) *Is the requested accommodation reasonable?* In order to be determined reasonable, the accommodation must meet two criteria:

1) Would the accommodation constitute a fundamental alteration? The Housing Authority's business is housing. If the request would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. For instance, the Housing Authority would deny a request to have the Housing Authority do grocery shopping for a person with disabilities.

2) Would the requested accommodation create an undue financial hardship or administrative burden? The requested accommodation may cost little or nothing. If the cost would be an undue burden, the Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

d) Generally the individual knows best what it is they need; however, the Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of the City of Bloomington's programs or services.

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

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

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expenses, the Housing Authority may approve such a request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, e.g. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

## **E. Privacy Rights**

1. Applicants will be required to sign the Authorization for the Release of Information/Privacy Act Notice (for HUD-9886, dated 05/26/94) at the time the Authority evaluates their eligibility for housing tenancy, and at the time of any initial examination, interim reexamination, or regularly scheduled income reexamination. This consent form must be signed by the head of household and spouse, regardless of

age, and by each adult member in the household at the initial examination. Failure of the applicant or participant to sign the consent form constitutes grounds for denial of eligibility or termination of tenancy.

2. The Housing Authority's policy regarding release of information is

- a) To release no information without a signed client release form.
- b) To release information regarding the name and address of the resident only if there is compelling reasons not to do so.
- c) To provide landlord references regarding previous occupants of public housing only after receiving a signed release of information to do so.
- d) Any information provided pursuant to the Violence Against Women Act (VAWA) shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing; required for use in an eviction proceeding of an abuser, stalker or perpetrator of domestic violence; or is otherwise required by applicable law.

**F. Rules and Regulations.** All issues related to tenants and participants of the public housing program are governed by Title 24, Parts 700-1699 of the Code of Federal Regulations. In addition, various HUD handbooks, notices and memos provide additional guidance, but are generally subservient to the regulations and to this policy. If any provision of this ACOP conflicts with the Federal Regulations, the Federal Regulations shall prevail.

**G. Family Self-Sufficiency and TANF.** The Housing Authority will work with the residents of public housing to assist them in becoming self-sufficient. In order to do that, the Housing Authority will apply for funds to provide services and training for residents.

The Housing Authority will make its best effort to enter into cooperation agreements with the local TANF agency in order to target benefits and services for families assisted in public housing to achieve self-sufficiency and to verify information on welfare benefits for applicants and participants in the program.

The performance funding system provides for the inclusion of reasonable eligible administrative costs for voluntary public housing family self-sufficiency programs. "Welfare assistance" for the FSS program refers only to cash maintenance payments.

When TANF informs the Housing Authority of the fact, amount, and reason for a welfare benefit reduction, the Housing Authority will use that information. The Housing Authority is not responsible for determining that a reduction of welfare benefits was correctly determined by the welfare agency in accordance with welfare agency requirements and procedures.

## II. Eligibility for the Public Housing Program

### A. Affirmative Marketing

1. The Housing Authority will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. The Housing Authority will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

## 2. Marketing and informational materials will:

- a) Comply with Fair Housing Act requirements on wording, logo, and size of type, etc.;
- b) Describe the housing units, application process, and waiting list and preference structure accurately;
- c) Use clear and easy to understand terms and more than strictly English-language print media, if available;
- d) Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
- e) Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- f) Be clear about BHA's responsibility to provide reasonable accommodations to people with disabilities.

### **B. Qualifying for Admission**

1. It is the policy of the BHA to admit ONLY qualified applicants.

2. An applicant is qualified if he or she meets all of the following criteria

a) Family Composition: A Family can consist of any of the following:

(1) Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, or operation of the law, or have evidenced a stable family relationship, or

(2) A single person who is...

(a) Elderly Family, Disabled Family as defined;

(b) The remaining member of a tenant family.

(c) A "Single Person" living alone or intending to live alone and who does not qualify as an Elderly Family, as defined in this section, or as the remaining member of a tenant family. The Housing Authority is permitted to determine as eligible, single persons living alone, and the BHA will give local preference for any vacancy to Elderly/Disabled persons.

b) Meets HUD requirements on citizenship or immigration status

c) Has an Annual Income at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) incorporated in this document in Appendix B and posted in the management office. Failure to report accurate family income can result in denial of an application or lease termination.

Income will be verified by third party documentation whenever possible. If it is not available, the reason must be documented in the file. Annual Income is defined as the anticipated total income from all sources received by the Family head and Spouse (even if temporarily absent) and by each additional adult member of the Family (with exceptions below), for the 12-month period following the effective date of certification of income. If it is not feasible to anticipate a level of income over a 12-month period, or the BHA believes the past income is the best

available indicator of expected income, income anticipated for a shorter period may be averaged and annualized, subject to a redetermination at the end of the shorter period. [24 CFR 5.609(b)]

(1) Annual Income includes, but is not limited to, the following:

(a) The gross amount of wages, salaries, overtime pay, commissions, fees, tips and bonuses before payroll deductions.

(b) The net income from the operation of a business or profession or from rental of real or personal property (see limit under 913.106).

(c) Interest, dividends and other net income of any kind from real or personal property. Where the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of actual income from such assets or a percentage of the value of the assets based upon current passbook savings rates. BHA has the authority to set its own passbook rate within 75 basis points (plus or minus 0.75 percent) of the national rate paid on savings account and is currently .1% (see limitations under 913.106). Checking and savings account assets are based on the current value. If actual interest is used to determine income, that actual Interest income amount is based on verification provided by the bank about the last calendar year's interest. The exception to that is if interest income is expected to be different during the next year. For example, if the resident spent \$10,000 of their assets last month to purchase a car, their interest would not be as high during the next 12 months.

For families with net assets totaling \$5,000 or less, the Housing Authority will accept the family's self-certification of the value of family assets and anticipated asset income when applicable. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration.

The PHA will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual's assets, and every three years thereafter.

(d) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other types of periodic receipts, including lump-sum payments for the delayed start of a periodic payment (except for Social Security and SSI).

(e) Payments in lieu of earnings such as unemployment, disability compensation, workmen's compensation and severance pay, except as exempted below.

(f) Periodic and determinable allowances such as alimony, child support payments and regular contributions or gifts received from persons not residing in the dwelling. The amount of child support counted as income will be the verified amount through the courts. If that is not possible, it will be the amount on the court order unless the BHA has proof that the resident does not receive it or is still trying to get child support.

(g) All regular pay, special pay and allowances of a member of the Armed Forces, except as excluded below.

(h) Any earned income tax credit to the extent it exceeds income tax liability.

(i) Welfare Assistance payments (see 913.106 for calculation), including those determined to be eligible for, but not receiving due to fraud, failure to participate in an economic self-sufficiency program or comply with a work activities requirement.

(j) Assets disposed of for less than fair market value during the two (2) years preceding original leasing or at time of reexamination. The BHA will count the difference between the market value and the actual payment received in calculating total assets. If total assets disposed of for less than fair market value within one year period are less than \$5000, they will not be considered an asset.

(k) the incomes of any household members temporarily absent. Temporarily absent is defined as away from the unit less than 180 days in a 365-day period or for four (4) consecutive months.

(l) Athletic scholarship assistance available for housing costs.

2. Items Not Considered As Income [24 CFR5.609(c)]. The following shall not be included in the calculation of Annual Income:

(a) Payments received for the care of foster children.

(b) Lump-sum additions to Family assets, such as inheritances, insurance proceeds, capital gains and settlement for personal or property losses. (Note that, except for Social Security, SSI, and Department of Veterans Affairs disability benefits, lump-sum payments for the delayed start of a periodic payment are included in Annual Income.)

(c) Amounts received by the Family for, or in reimbursement of, the cost of medical expenses for any Family member.

(d) Income of a Live-in Aide, as defined.

(e) Amounts of educational scholarships paid directly to the student or to the school, including Veteran's educational benefits, for any educational purpose, excluding subsistence. The only exception to this is athletic scholarship assistance available for housing costs.

(f) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire.

(g) Amounts received under training programs funded by HUD if allowed under Federal regulations

(h) Amounts received by a Disabled person that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); and amounts

received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program.

(i) Temporary, non-recurring or sporadic income (including gifts). See definition

(j) For all certifications after April 23, 1993, 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.

k) Amounts specifically excluded by any other federal statute from consideration as income for the purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act of 1937, and as periodically published in the Federal Register (see Appendix I.)

(l) Earned income of minors and earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse)

(m) Income of a person permanently confined to nursing homes - no deductions are given for that individual either

(n) Adoption assistance payments in excess of \$480 per adopted child

3. Income limits provided in Appendix B are only applicable for initially determining eligibility. After the family has been admitted to the public housing program, they are subject to the Over-Income policies stated in VI.H.5.

4. There is no minimum income requirement under the Public Housing Program. Families with no income are eligible for admission and continued occupancy in accordance with other requirements described within this Plan.

5. Income which is considered in varying ways

(a) Families must not have their rent reduced if Federal, state, or local benefits are reduced or eliminated in certain circumstances. See further explanation in Section VI. D. 6. c.

(b) If family pays minimum rent BHA shall immediately grant, upon request, an exemption from the minimum rent to any family unable to pay such amount because of financial hardship. See Section VI. A. 4. for a further explanation.

(i) If family has earned income in some cases, rent may not be increased for 12 months and only by 50% for additional 12 months. See further explanation in Section VI. D. 6.c. and d.

(ii) Sporadic income is income that is neither reliable nor periodic. It is income that cannot be counted on to continue. It includes the following: wages during the first calendar month of employment after being unemployed at least 3 months; one time per year payments from child support from tax return; earnings received from employment from

one source that is less than 8 hours/month. Unless all income is received in that manner, it is not used to determine rent.

(iii) Seasonal Employment is employment of less than 12 months per year, such as school employees. The BHA annualizes current income and then conducts an interim reexamination when income changes. If the tenant chooses and it can be verified, a whole year's income can be used to determine rent.

(iv) Between annual reexams, EXCEPT as in d) above, whenever there would be an increase in rent it will take effect on the first of the second month following the change in income. For example if a tenant began receiving child support in July, the rent increase will take place in September.

(v) If, when a person moves in, or at the Annual Reexam it is expected that there will be an increase in income, that must be reported and the rent will be increased. For example, if someone has been court ordered to get child support and they expect it to start during the next month, when it does start, it will be reported and counted at that time to determine the rent.

6. Determination of adjusted income. The amount of the income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions.

(a) Mandatory deductions

(i) Elderly and disabled families - \$400 for any families whose head or spouse is 62 years old or older

(ii) \$480 for each family member (other than head or spouse) who is a minor, or who is 18 or older and a full-time student or disabled.

(iii) Medical expenses - the amount by which 3% of the annual family income is exceeded by the sum of unreimbursed medical expenses of any elderly family or disabled family; unreimbursed medical expenses of any other family if approved in appropriation Acts; and unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family to be employed. Necessary medical transportation will be allowed as an expense at the rate allowed by the Internal Revenue Service for medical transportation. (See definition)

(iv) Childcare expenses - any reasonable child care expenses necessary to enable a member of family to be employed or to further his/her education including full-time vocational training, or to seek employment (See definition)

(v) Minors, students, and persons with disabilities - \$480 for each member of the family residing in the household (other than the head or spouse) who is less than 18 years of age or is attending school or

vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities.

(b) BHA permissive deductions

(i) Medical insurance premiums for leaseholder and other family members on lease if it is not already included as a medical deduction according to HUD regulations.

(ii) Social Security and Medicare taxes, at the rates published by the IRS (as of 2017, a total rate of 7.65% of wages).

(iii) Child support paid for the benefit of minor children not residing in the household. To receive this deduction, the family must provide documentation of child support withheld from wages or paid through other third-party verifiable means.

Permissive deductions cannot be applied while a tenant is benefitting from earned income disallowance (see ACOP section VI.E).

**C. Social Security Number Requirement.** Families are required to provide and disclose Social Security numbers for all family members no matter what their age prior to admission, if they have been issued a number by the Social Security Administration, under the following guidelines:

1. All members of the Family must either:

a) submit Social Security documentation, or

b) Individuals who do not contend eligible immigration status will not have a number to disclose

2. Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration, or, if unable to provide a card, through provision of an original document from a federal or state government agency which contains the individual's name, social security number and other identifying information such as address or date of birth such as a State driver's license.

3. Applicants who are unable to provide documentation will retain their position on the waiting list until such documentation can be provided. If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within 90 days.

4. If an applicant is able to disclose the Social Security number, but cannot provide the documentation, the applicant must apply for a new or replacement SSN card.

5. New family members will be required to verify Social Security information at the next scheduled reexamination and within 90 days of the BHA request date. An additional 90-day period may be granted if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements.

6. The penalty for failure to disclose or submit documentation off SSN is denial of assistance, no admission into the program, or termination of tenancy.

**D. Other Criteria for Admission and Continued Occupancy.** Applicants will not be admitted and residents will have lease terminated for those whose conduct in present or prior housing would likely diminish other tenants'



enjoyment of the premises by adversely affecting their health, safety, or welfare, or would likely adversely affect the physical environment or the financial stability of the Housing Authority. The BHA will screen applicants for a minimum of the past five years. No family will be admitted nor allowed to remain in public housing if a member of the household has habits and practices that reasonably may be expected to have a detrimental effect on the residents or the project environment. Specific criteria include, but are not limited to, the following (note that for any criteria referring to disqualifying criminal activity, a record of arrest will not be relied upon as the sole evidence that the criminal activity occurred):

1. No family will be admitted who owes a debt to any Housing Authority for public housing and/or Section 8 until such debt has been paid in full. A repayment agreement will not be accepted as substitution for payment in full.
2. No family will be admitted whose head or spouse has committed fraud as a participant in or applicant for any housing program administered by any Housing Authority.
3. No family will be admitted or be allowed to remain in public housing that has a member who has engaged in drug-related criminal activity, as defined. If it occurred in the past we will consider allowing a family into public housing if it has been at least five (5) years since the applicant has engaged in drug use or possession. If the drug-related criminal activity involved drug manufacture or sales or any other possession or use, drug-related crime we will consider allowing a family into public housing if it has been at least ten (10) years since the family member has committed the crime or is no longer incarcerated, whichever is later. In either case, the applicant must have been out of jail/prison for at least three (3) consecutive years to be considered for public housing.
4. No family will be admitted or be allowed to remain in public housing that has a member who is currently (meaning within the past 6 months) engaging in illegal use of a drug.
5. No family will be admitted or allowed to remain in public housing that has a member who has a history of violent activity. That includes criminal activity involving crimes of physical violence to persons or property. It also includes other criminal acts that would adversely affect the health, safety or welfare of other tenants, as defined. It includes any activity, including violent behavior, which could adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents, neighbors, BHA staff or contractors, or other government employees if it did or were to have happened on public housing property. If the behavior of the applicant or family member would have been considered grounds for termination of the lease if they had been a resident of public housing at the time the incident occurred, or if the incident had happened on public housing property, they will be denied public housing or the lease will be terminated.
6. Two landlord references (if applicable), in addition to two personal references, will be requested to determine suitability. Personal references could come from the administrator or professional staff member of a nursing home, a case manager, a social worker, an occupational therapist, a member of the clergy, an employer, a school counselor or anyone else who has known the applicant in a such a capacity that allows for an objective assessment of the applicant's character.
7. No family will be admitted who has a member who is unsuitable for admission to the program. That is evidenced by previous housing with the Housing Authority, references from other previous landlords, credit reports, criminal background checks, and inspections of current or previous residences. That is also evidenced by someone who has violated the lease of a public housing resident or who is currently violating the lease of a resident during any visit or period of residence. The criteria used will include past performance in meeting financial obligations, especially rent; a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect

the health, safety or welfare of other tenants. We will consider references from Homeless shelters and Nursing Homes, as well as those listed in number 6 above.

8. An applicant or current resident is prohibited admission if the household includes any individual who is subject to a registration requirement under a State sex offender registration. If recertification screening reveals that any assisted household member is subject to offender registration, action will be taken to terminate their tenancy according to the lease.

9. BHA will permanently deny housing and not be allowed to remain in public housing to any persons convicted of manufacturing or producing methamphetamine on premises of assisted housing (includes building or complex including common areas and grounds).

10. No family will be admitted nor allowed to remain in public housing if a member whose illegal use (or pattern of use) of marijuana, any controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the BHA that it could interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, BHA staff or contractors, or other government or agency employees, if it happened on public housing property. If the behavior of the applicant or family member would have been considered grounds for termination of the lease if they had been a resident of public housing at the time the incident occurred, or if the incident had happened on public housing property, they will be denied public housing or the lease will be terminated.

11. No family will be admitted nor allowed to remain in public housing if a member, visitor or guest engages in criminal activity that threatens the health, safety or the right of the tenants to peaceful enjoyment of the premises of other tenants or BHA staff. No family will be admitted nor allowed to remain in public housing if a member engages in criminal activity that threatens the health or safety on any person anywhere.

12. No family will be admitted nor allowed to remain in public housing if a member of the household gave false statements regarding alcohol or drug abuse.

13. No family will be admitted nor allowed to remain in public housing if the applicant/tenant does not keep their unit in a clean, safe and sanitary condition.

14. No family will be admitted nor allowed to remain in public housing if the applicant/tenant violates health or safety codes.

15. No family will be admitted nor allowed to remain in public housing if the applicant/tenant has done damage to a unit or development, and, if so, has not paid for the cost of the damage or has done it on a repeated basis.

16. No family will be admitted nor allowed to remain in public housing if the applicant/tenant housekeeping caused insect or rodent infestation.

17. No family will be admitted nor allowed to remain in public housing if the applicant/tenant had neighbors complain about the family and or police were ever called because of disturbances.

18. No family will be admitted nor allowed to remain in public housing if the applicant/tenant at the time of a home visit, demonstrated that they are not capable of caring for a BHA unit in a way that will not create health or safety hazards or contribute to infestation, would be likely to damage or has damaged a BHA unit or, would be likely to or has engaged in behavior or practices that would violate the BHA lease.

19. Home visits will be conducted by BHA staff to assist in determining eligibility for applicants whenever the applicant lives in McLean County.

20. An applicant or tenant's behavior toward BHA staff shall be considered in relation to future behavior toward neighbors. Physical or verbal abuse or threats by an applicant toward BHA staff shall be noted in the file and may be the basis on which the applicant is denied housing or continued occupancy.

21. A tenant may conduct legal profit making activities in their apartments. They must gain prior approval for such business from the Assistant Executive Director or designee' prior to starting the business. It must be determined that the business will not disturb neighbors, increase traffic, or result in a significant increase in the BHA supplied utilities. The tenant must demonstrate that they have appropriate insurance and any necessary permits or licenses to carry out their proposed businesses.

22. No tenant will be allowed continued occupancy if they fail to complete required Community Service Requirements. If they sign an agreement to complete the requirements and do not do so by the time of their next lease renewal, the lease will not be renewed.

23. At the BHA's discretion, the applicant may be required to provide a cosigner for the lease.

24. Victims of Domestic violence, dating violence or stalking will not be denied public housing, nor be evicted from public housing as long as otherwise eligible. The Violence against Women Reauthorization Act of 2013 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking as "other good cause" for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such violence [24 CFR 5.2005(c)(1)]. Tenants or applicants may be requested to provide certification documenting the situation. That would have to be provided within 14 days of the request. The perpetrator of the violence may be denied assistance or be removed from the lease.

25. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant or tenant engaged in disqualifying activities listed above. However, an arrest may trigger an investigation to determine whether the applicant/tenant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

- Any statements made by witnesses or the applicant/tenant not included in the police report;
- Whether criminal charges were filed;

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

- Any other evidence relevant to determining whether or not the applicant/tenant engaged in disqualifying activity.

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

**E. Factors in Denial of Admission.** Except in the situations for which denial of admission is mandated under 24 CFR 960.204, the Housing Authority is authorized to consider all relevant circumstances when deciding whether to deny admission based on a family's past history. In the event the PHA receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense).

In making its decision to deny admission, the Housing Authority will consider factors listed below. Upon consideration of such factors, the Housing Authority may, on a case-by-case basis, decide not to deny admission. Before denying admission to an applicant based on the failure to meet past financial obligations, the Housing

Authority will consider the existence of mitigating factors, such as loss of employment or other financial difficulties. The following facts and circumstances will be considered in the decision to deny:

- The seriousness of the case, especially with respect to how it would affect other residents' safety or property.
- The effects that denial of admission may have on other members of the family who were not involved in the action or failure to act.
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking.
- The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future.
- While a record of arrest(s) will not be used as the basis for denial, an arrest may, however, trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:
  - Any statements made by witnesses or the applicant not included in the police report;
  - Whether criminal charges were filed;
  - Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and
  - Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity.
- Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.
- Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs.
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. (The Housing Authority require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.)

#### **F. Ability to Live Independently**

1. No family will be denied admission to the Public Housing Program solely on the basis of being unable to live independently. However, admission may be denied if such an inability has resulted in a failure to meet any admission criteria mentioned in Section D., above.
2. A family who has been determined to have difficulty living independently may be required to obtain and/or maintain assistance from other agencies or family members as a condition of tenancy. Furthermore, a breach of this assistance requirement may be cause for termination of tenancy.

**G. Information from Drug Abuse Treatment Facility.** Each person 18 years or older at time of application or lease renewal, if BHA has reason to believe the person is engaging in illegal use of a controlled substance, must sign a written consent form. That form authorizes information from a drug abuse treatment facility about whether he or she is currently engaging in illegal use of a controlled substance. BHA will only use the form if it has reasonable causes to believe that applicant/resident is using illegal drugs. Reasonable cause is information from a criminal record of prior arrest or conviction or if prior tenancy history demonstrates applicant engaged in destruction or property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another person. Records from the facility will be maintained in confidence. They will all be placed in a specific file marked Confidential. All records will be destroyed five business days after the original lease is signed or three years after denial of application.

### **III. Receipt of Application and Determination of Eligibility**

This section sets forth the steps which are to be taken in obtaining and verifying information from applicants for the purposes of determining whether they meet the conditions of eligibility for participation, both at the time of application and for continued occupancy as specified in Section II. Verification of all information will be required at the time of application, and at any reviews.

#### **A. Establishing Waiting Lists**

1. A separate waiting list will be maintained for each bedroom category. Within each bedroom category, families will be listed by preference category as specified in Section IV of this Plan. Families will be listed by date and time of application.
2. The number of Families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next year, the Authority may suspend the taking of additional applications in the category affected. Any closing or re-opening of the waiting list will be publicly advertised.
3. The Authority may not refuse to accept an application from an otherwise eligible applicant who claims a preference, even if the list is closed, unless it is determined that:
  - a) there is already an adequate pool of applicants on the waiting list who are likely to qualify for a preference; and,
  - b) Based upon the anticipated turnover of Units, it is unlikely that the applicant in question will be offered a housing unit before the other applicants on the list.
4. The pool of active applications will be kept current by performing a “purge” of the waiting list one or more times a year, by requiring all persons on the waiting list to respond to a mailing. Any letters returned to us will be placed unopened in the applicant’s file.
5. All withdrawn or unable to locate applications will be kept on file for three years.

#### **B. Receipt of Applications**

1. To assure compliance with the preference requirements of Section V., applications are to be accepted from all Families seeking participation in the Program.
2. Application must be made for the Public Housing Program by applying in person at the Authority office. The following are required at the time of the interview before an application may be taken by the intake worker: the completed pre-application form, social security cards and birth certificates for all household members are provided, and photo identification for all adult household members. If not born in the USA, verifiable documentation of citizenship or alien registration is required at the time of application.
3. The application constitutes the basic record of each Family applying for participation. Each applicant, therefore, will be required to supply the information requested on the application and to sign the application, attesting to the information provided. Each family member aged 18 or older will sign at the time of move-in attesting that any and all changes since the date of the application have been reported to the Authority.

4. The application, together with all other material relating to the Family's eligibility, preference ranking, etc., is to be maintained in an active file for each participant who has not been found ineligible or whose application has not been withdrawn.
5. By signing the application, all applicants will certify the veracity of the information provided. However, no application will be approved until all information has been completely verified.
6. The family must supply any information that the BHA or HUD determines is necessary in the administration of the public housing program, including evidence of citizenship or eligible immigration status. If the information requested is not provided within the time allotted, the application will be placed inactive and the applicant will need to re-apply.

### **C. Determination of Eligibility**

1. If an applicant is determined by the Authority to be preliminarily eligible but the Authority has determined that there are no vacancies, the Authority shall place the Family on the waiting list and notify them in writing of this fact.
2. If, during the application interview or subsequent verification process, it appears that the applicant is definitely not eligible, the applicant is to be given written notification and classified as ineligible. If an applicant family appears to be ineligible based on a criminal record or sex offender registration information, the Housing Authority will notify the family in writing of the proposed denial and provide a copy of the record to the applicant. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the Housing Authority to dispute the information within that 10-day period, the Housing Authority will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process. [24 CFR 5.903(f)]
3. All applicants determined ineligible shall be notified promptly in writing of this determination and the reasons therefore. The notification shall state the applicant has the right to request an informal hearing by submitting a written request within ten (10) days of the date of the determination letter. When denying eligibility for admission, BHA will provide the family a notice of VAWA rights as well as the HUD VAWA self-certification form (form HUD-50066) in accordance with the Violence against Women Reauthorization Act of 2013. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.
4. If, after conducting an informal hearing, the Authority upholds the initial determination of ineligibility, the applicant shall again be notified in writing of same.
5. The Authority shall retain for three (3) years the original application, notification letter, applicant's response (if any), and any record of any informal hearing and statement of final disposition.
6. The procedures set forth in this section do not preclude any applicant from appealing to HUD if it is felt that the applicant is being denied housing due to unfair discrimination.
7. If an application is denied, the applicant may reapply six months after the date of the denial or six months after the date of the informal hearing denial, whichever is later.

**D. Proration of Assistance for “Mixed Families” [24 CFR 5.520].** Proration of assistance must be offered to any “mixed” applicant or family. A “mixed” family is one that includes at least 1 U. S. citizen or eligible immigrant and any number of ineligible members.

## **IV. Tenant Selection**

The design of the Tenant selection policy is: 1. to attain, to the maximum extent feasible, a tenant body in each project that is composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families; 2. to preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the project environment; 3. to give preference in selection of tenants to applicants who qualify for local preferences; and 4. to establish objective and reasonable policies for selection by the BHA among otherwise eligible applications.

### **A. Requirements for applications and waiting lists**

1. Applications. Preapplication form must be completed. Verification of information must be provided as requested. Application interview must be completed in person in the BHA office. Landlord information must be completed and references received. Criminal history and credit checks, and if appropriate, INS and drug treatment verifications will be completed. Home visit must be completed

2. Waiting Lists. Each applicant shall be assigned his/her appropriate place on a waiting list based on local preferences. The BHA will match the characteristics of the applicant's family with the type of unit available, e.g. number of bedrooms. In selecting a family for a unit that has special accessibility features, the BHA shall give preference to families that include persons with disabilities who can benefit from those features of the unit. At least 40% of all new move-ins will be reserved for families whose income does not exceed 30% of the median income. Families may be skipped on the waiting list if BHA is not moving in 40% of families below 30% of median income or if BHA needs a family of a different income level in order to achieve deconcentration of poverty in a certain development. Other than that, at a given time, the applicant first on the waiting list shall be offered a unit at the location that contains the largest number of suitable vacancies. If the applicant rejects the unit offered, he/she shall be moved to last place on the appropriate waiting list. An exception to this will be if there is verification of a legitimate reason to reject the unit.

3. Deconcentration Policy. The Housing Authority shall make every effort to deconcentrate families of certain income characteristics within the BHA complexes. To achieve this, the Housing Authority may offer families having higher incomes to occupy dwelling units in developments predominantly occupied by families having lower incomes.

### **B. Description of Preference Point System [24 CFR Part 960.206]**

Shown below is the preference point worksheet to be completed for each applicant for public housing. The waiting list will be based on applicant preference points.

		Points
<i>Points may be granted for <b>only one</b> of the following categories:</i>		
1.	Uninhabitable living situation due to disaster such as fire or flood within the past 90 days or homeless. A homeless family is a person or family that lacks a fixed, regular nighttime residence and also has a primary nighttime residence that is a public or private shelter designed to provide temporary living accommodations, or a public or private place not designed for or ordinarily used as a sleeping accommodations for humans. "Homeless" does not include a person who is incarcerated. (3 points)	
2.	Government action displacement such as code enforcement or public improvement by governmental body or agency or unit has been declared unfit for habitation by Government within the past 90 days. (2 points)	
3.	Domestic violence displacement. If the applicant has vacated a housing unit due to domestic violence, or lives in a housing unit with a person who engages in domestic violence, where domestic violence is defined as actual or threatened physical violence directed against one within the past 90 days. (2 points)	
4.	Action of housing owner displacement within the past 90 days- only if applicant cannot control or prevent owner's action, owner action occurs although applicant met all previously-imposed conditions of occupancy and action is not rent increase. Unit is dilapidated, has no operable indoor plumbing, no usable flush toilet or bathtub or shower inside the unit for exclusive use of family, or has no safe or adequate source of heat or electricity. (1 point)	
<i>Points may be granted for each of the following categories:</i>		
5.	Applicant pays and has paid for the past 90 days more than 50% of family income for rent which includes actual monthly amount due landlord and utility allowance for family-purchased utilities. (1 point)	
6.	Current resident of Bloomington-Normal (10 points) or current resident of McLean County outside Bloomington-Normal (5 points).	
7.	Employed for at least the past 90 days. (4 points)	
8.	Elderly or disabled (30 points)	
9.	Student currently enrolled in post-secondary school or training (4 points)	
10.	Broad range of income in family and elderly projects. This is revised annually based on the average income of all public housing residents. (5 points)	
11.	Graduate of high school/GED (1 point)	
12.	Post-secondary degree/certificate (1 point)	
13.	Veteran (3 points)	
14.	Current Section 8 participants who are terminated from their housing as a result of HUD funding cuts. (30 points)	
15.	Current public housing or Sect. 8 participants who are without housing due to a National Disaster (30 points)	
16.	Without housing due to a National Disaster (28 points)	
Total points for applicant:		

### C. Verification and documentation of information relevant to acceptance/rejection

1. Applicants and tenants shall be required to furnish proof of their statements when required by Management to reasonably assure accuracy.
2. Verification may include, but is not limited to, home visits, landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police



departments, including FBI, , third party verification of prior residence by established records and from objective non-friends or relatives.

3. Verification of a preference is required before admission and can be required to be reverified if a long time has passed (usually 90 days or more) since verification or if the BHA has reasonable grounds to believe that the applicant no longer qualifies for a preference.

4. The BHA may establish Tenant Advisory Boards for consultation in connection with tenant selection.

#### **D. Notification to applicants**

1. The BHA will notify any applicant determined to be ineligible for admission or local preference of the basis for such determination within 14 days of the determination. If a preference is disallowed the written notice must contain a brief statement of the reasons for the determination and state that the applicant has the right to meet with a representative of the BHA to review the determination.

2. Before the BHA denies admission to public housing, the BHA must notify the household of proposed action to deny admission to the BHA on the basis of a criminal record and must provide the subject of the record and the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

3. The BHA shall provide an opportunity for an informal hearing on determination of ineligibility upon written request within 10 days of the receipt of the notification of ineligibility. If the BHA determines the applicant does not qualify for a preference claimed by the applicant, the BHA shall provide, upon written request, a meeting with a representative of the BHA including the person who made the determination. This informal review is not a grievance and is not subject to the requirements of the Grievance Procedure.

**E. Non-Discrimination.** All Families will be selected without regard to race, color, creed, religion, national origin, gender, handicap or disability or familial status. No person will be excluded from participation in, or denied the benefits of, the program because of membership in a class or group, such as unmarried mothers, recipients of public assistance, etc.

**F. Wood Hill Towers has been self-certified as Housing for Older Persons.** At a minimum, 80% of the adjusted number of residents will be aged 55 years or older. When there are no families on the waiting list aged 55 years and older, preference will be given to near-elderly families (aged 50 to 61) under 55.

### **V. Assignment and Leasing of Units**

**A. Occupancy Standards.** Dwelling units should be so assigned that, except possibly in the case of children under age six, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom; dwellings also should be assigned as not to require use of the living room for sleeping purposes; and in applying the standards indicated below every member of a family regardless of age should be considered a person.

The following standards will determine the number of bedrooms required to accommodate a family of a given size except that such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by assigning a family to a larger size unit in accordance with the approved occupancy standards.

In no event should action be taken to assign smaller units to families than established in the following maximums. For the purpose of deconcentrating poverty, we can offer a larger unit to a family as an incentive to house them.

Number of Bedrooms	Minimum Occupants	Maximum Occupants
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	5	10
6	7	12

1. Other factors influencing assignment. Depending on overall housing demand and availability of units, the following guidelines shall also govern the leasing of units:

- a) A bedroom may be expected to be shared by two children of the same gender or by two children of the opposite sex under age six.
- b) A separate bedroom will be provided for an elderly Dependent residing with a younger family at the time of original occupancy and at other times whenever possible.
- c) A separate bedroom will be provided for a Family member upon documentation of the need for it by a physician or other qualified professional. An extra bedroom housing no people will not be permitted unless for a reason listed above.
- d) All units that are either accessible or adaptable (according to UFAS standards) are assigned first to any current tenants who need such units and second to any applicant who needs them.
- e) The parent with permanent custody of the children gets the larger unit. Temporary custody does not qualify them for a larger unit whether or not other spouse is in subsidized housing.

2. Notification of Families. When the Authority learns of an impending vacancy, the following action will be taken:

We will contact the first family on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the income-targeting goal from the list who has attended orientation.

The Housing Authority of the City of Bloomington will contact the family first by telephone or e-mail to make the unit offer. The family will be given two (2) business days from the date the telephone/e-mail contact was made to contact the Housing Authority of the City of Bloomington regarding the offer. If the family cannot be reached by telephone or e-mail, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Housing Authority of the City of Bloomington regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Housing Authority of the City of Bloomington will send the family a letter documenting the offer and the rejection.

3. Rejection of Unit. A family may reject the first unit offered for any reason. The family may reject the second unit offered, but only for good cause. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). If the family rejects without good cause the second unit offered, their application status will be changed to inactive. The Housing Authority will mail a letter to the family documenting their refusal, and the family will be offered the right to an informal review of the decision to alter their application status.

The following circumstances will not count as rejections:

- a. The unit is not of the proper size and type and the applicant would be able to reside there only temporarily, for example a handicap accessible unit.
- b. The applicant is unable to move at the time of the offer and presents clear evidence, which substantiates this to the Authority's satisfaction (e.g. a doctor's note verifying the applicant is physically unable to move at that time).

4. Acceptance of Unit. The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be allowed to attend a future orientation. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, utility allowances, the current schedule of routine maintenance charges, a request for reasonable accommodation form, and other documents as deemed necessary by the Housing Authority. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

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

In the case of a move within public housing, 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. Orientations. Prior to entering into a Lease Agreement, all families must attend an orientation. Topics to be covered during the orientation include at least the following:

- a) Tenant and Authority obligations under the Lease Agreement.
- b) The resident handbook (Wood Hill Towers only) and rules of occupancy.
- c) Rent payment procedures and requirements.
- d) Procedures for resolution of disputes and grievances.
- e) Tenant and Authority maintenance requirements.
- f) Procedures for reporting maintenance problems.

g) Availability of special services and support programs.

**B. The Lease Agreement.** A Lease Agreement is to be entered into between the Housing Authority and each Family member age 18 or above. The Agreement (as described in Appendix C of this Policy) is to be kept current at all times and is to reflect the obligations of the Families and the Authority. One full month's rent and a full deposit must be paid and utilities must be turned on the tenant's name before a tenant may move into the apartment.

1. The Head of Household, Spouse and all family members aged 18 and older, shall execute an Agreement in duplicate prior to actual admission. The copy shall be given to the resident and the original shall be filed in the permanent record folder established for the Family.
2. If, through any cause, the signer of the Agreement ceases to be the Head of Household, the Agreement is to be voided and a new one executed and signed by the new Head of Household; provided that the Family is eligible for continued occupancy as set forth in this Policy. If the Head of the Household has changed or if a lease signer is no longer part of the household, the former signer of the Agreement must come to the Housing Authority office to sign a document and/or provide verification that they are no longer a part of the household. If that is not possible due to the former signers being absent from the household for a period of time, or being out of state, the absence of the former signer can be verified through other means. If an order of protection is legally established to give the other lease signer sole legal authority to the unit, the former lease signer can be removed from the lease without that person's signature, if it cannot be obtained. Rent will be revised based on income from date that income producer moves into the household or from the verified date that the person moves out of the household if verified in a timely basis.
3. If for any reason a Family transfers to a different dwelling unit, the existing Agreement is to be voided and a new Agreement executed for the dwelling unit into which the Family is moving.
4. If the Authority desires to change, amend or waive any provision of the Agreement with respect to any individual or group of residents, an appropriate rider is to be prepared, signed by the Head of Household and the Authority, and attached to and made part of the Agreement.
5. Must sign new lease when offered.
6. The lease will be a 12-month lease which will be automatically renewable except for noncompliance with the community service requirements (see Appendix M for details related to community service requirements).
7. Only persons listed on the application are to be listed on the lease.
  - a) Minors and college students who were members of the family but who now live away from home during the school year may remain on the lease or may be removed from the lease. That determination will be at the request of the head of the household and that person may visit up to forty days per year.
  - b) If a minor is in the household less than 180 days per year the minor will be considered to be an eligible family visitor and not a family member. Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the BHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

c) The family must request of the BHA approval to add any other family member as an occupant of the unit and must inform the BHA of the birth, adoption or court-awarded custody of a child. Any family member 18 or older must submit a separate application prior to being added to the lease and cannot stay in the apartment without the express written permission of the BHA.

d) If the family does not obtain written prior approval from the BHA, any person the family has permitted to stay in the apartment will be considered an unauthorized household member.

e) If a family member leaves the household, the family must report this change to the BHA within 10 days and certify as to whether the member is temporarily or permanently absent. If it is to be permanent, verification may be required. If at all possible, the person leaving the household should return their key, I.D. card, and sign themselves off the lease. See B.2 above.

f) Absent Family Members. Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order. Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

(1) Absent Students. When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the BHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

(2) Absences Due to Placement in Foster Care [24 CFR 5.403]. Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, the BHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child will be absent more than 12 months, the child will be counted as a family member. At the time of application, if a child or children are temporarily absent from the home as a result of placement in foster care, the applicant will be placed on the waiting list for the size unit for which they qualify based on the persons currently in the home. If and when children are returned to the home, that bedroom size can be changed on the waiting list or if that family has moved in to an apartment, the family will be put on the transfer list for the appropriate sized unit.

(3) Absent Head, Spouse, or Cohead. An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

(4) Family Members Permanently Confined for Medical Reasons. If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. The BHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

(5) Return of Permanently Absent Family Members. The family must request BHA approval for the return of any adult family members that the PHA has determined to be permanently absent. The individual must reapply for public housing.

## 8. Visitors

(a) Any person not listed on the lease who has been in the unit 3 consecutive days or fifteen days in a 365-day period, will be considered to be living in the unit as an unauthorized household member.

(b) Absence of evidence of any other address will be considered verification that the visitor is a household member.

(c) Statements from neighbors or BHA staff will be considered in making the determination of who lives in the household.

(d) Use of the unit address as the visitor's current address for any purpose that is not explicitly temporary shall be construed as the permanent address of the visitor. This includes, but is not limited to use of address to receive mail, putting utilities at the address in the visitor's name, and informing police and other officials that the visitor lives at the leaseholders address.

(e) The burden of proof that the individual is a visitor rests with the leaseholder.

(f) The exception to this policy is when two households legitimately share custody or familial visitation of a child or children in joint custody arrangements. They will be listed on the lease of the person who claims the children for IRS tax purposes, but will be allowed to stay at the other parent or guardian's unit during the time allotted in the custody arrangement in exception to the rules listed above.

## 9. Adding members to the household.

(a) Additions to the Resident's household named on page one of the Lease, including Live-in Attendants, foster children, and children in kinship care (but excluding births during tenancy), or any other individual, require the written approval of the Authority. Such approval will be granted only if new family members, age 18 and older, meet applicant screening criteria (outlined in the Occupancy Policy), and the dwelling unit is the appropriate size.

(b) Residents must wait for written approval before allowing additional persons to move into the Dwelling Unit. Failure on the part of the Resident to comply with this provision is a material violation of the lease.

(c) With the consent of the BHA, a foster child or live-in aide may reside in the unit.

(d) Factors the BHA will utilize to determine whether the addition of a new occupant is feasible will include the necessity to transfer the family to another unit, and whether such units are available. In the case of a live-in aid, the BHA must be convinced that the aide is essential to the care and wellbeing of the person, is not obligated for the support of the person and would not be living in the unit except to provide the necessary supportive services.

10. Cosigners of the lease may be required if the new leaseholder has never signed a lease before, is under 21 years old, or has few or poor landlord references.

11. Smoke-Free Housing Policy. In accordance with HUD regulations, the Housing Authority has adopted these smoke-free policies. The policies are effective as of April 1, 2018 and will be incorporated in the standard tenant lease.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings and within 25 feet of playgrounds.

This policy applies to all employees, residents, household members, guests, contractors and vendors. Residents are responsible for ensuring that household members and guests comply with this rule. The term “smoking” means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

Use of electronic nicotine delivery systems (ENDS, including e-cigarettes, nicotine inhalers, and vaping devices) is permitted in public housing units but is prohibited in common areas and in outdoor areas within 25 feet from housing and administrative buildings and within 25 feet of playgrounds. That is, use of ENDS is prohibited in all common and outdoor areas in which smoking is prohibited.

**C. Security Deposits.** A Security Deposit, in the amount specified at the time the lease is signed, is to be paid by all Public Housing Program residents. This deposit is payable in full at the time of the execution of the Agreement. If the family transfers to another apartment or if for any other reason the security deposit changes, the family will pay the increased amount or will receive a credit for the difference if there are no outstanding charges.

**D. Principal Residence.**

1. All families must use the dwelling unit for their principal place of residence. Ownership or use of a secondary residence is prohibited, except in the case when the secondary residence is in the process of being sold or is used as a source of income, or is not appropriate living accommodations.

2. The family cannot receive assistance from BHA for their apartment and concurrently receive assistance for any other unit for a period longer than fourteen (14) days. The lease will be terminated if that occurs. If the resident takes longer than 7 day to return the keys, the resident may request 1 extra working day. After that the resident is charged whichever is higher; the sum of \$10 per day or a daily rent charge based on the maximum monthly rent for the former apartment, through the date the keys are returned.

3. If the family moves to another assisted property the term of the lease for the new unit may begin during the month the family moves out of the first unit. Overlap of the last housing subsidy payment (for the month when the family moves out of the old unit) and the first payment for the new unit, is not considered to constitute a duplicative housing subsidy. We can extend the overlap to two weeks only if the resident is elderly or disabled

4. If a sole household member or the remaining adult household member is expected to be or is incarcerated for sixty (60) consecutive days, the lease will be terminated.

**E. Emancipated Minors.** The Authority will enter into a Lease Agreement with a minor only if the minor has been declared legally emancipated through a verifiable court action.

## **F. Unit Transfers**

### 1. General Information

a) BHA can initiate and shall regulate the re-assignment of residents in Bloomington Public Housing. The policy shall be non-discriminatory, except as may be permitted by law.

b) All residents have the right to submit a transfer request if they meet the BHA's criteria as stated in the transfer policy. However the BHA reserves the right to approve or disapprove of any transfer requests and will assign all approved transfers.

c) To the extent possible, all approved transfer requests shall be made within the same development.

d) Any resident who desires a transfer shall submit a transfer request on a form available at the management office. It shall be completed by the head of the household. If there are other members of the tenant's family who do not transfer, but remain in that apartment or move to a different apartment, they must submit an application for public housing.

e) Households that have been approved and placed on the transfer list will be assigned available appropriately sized units on the basis of one transfer for every five new admissions.

f) All residents must reside in public housing for one year before they may be considered for a transfer. The only exception to this policy is in the case of an emergency situation which affects the health and safety of the leaseholder or a resident member of their family. The BHA reserves the right to determine if an emergency situation exists.

g) The BHA will only approve the request and will only transfer residents in good standing with the BHA if the following conditions exist:

(1) All rent and all other payments must be current and have been paid on time for the previous three months

(2) Resident must not be under consideration for eviction

(3) Resident must have completed rent redetermination within the past 12 months

(4) Tenant must have source of income in order to be able to afford to moving expenses including a possible additional deposit.



- h) In all cases, the tenant will be required to pay all costs involved with moving to their new unit.
- i) Transfer applicants will have seven (7) days in which to accept or reject the location offered. If the applicant does not accept a location, their transfer request will be withdrawn and the applicant will no longer be eligible for transfer for a period of twelve (12) months, unless the BHA determines the reason for the refusal is legitimate and verified.
- j) Vacancies change on a daily basis. There is no guarantee that a particular development will have a vacancy when an applicant's name reaches the top of the transfer waiting list.
- k) The BHA reserves the right to discontinue or delay transfers due to extenuating circumstances.

## 2. BHA Initiated Transfers

- a) Residents must transfer if any of the following conditions exist:
  - (1) Change in family size or composition which warrants change in number of bedrooms needed.
  - (2) If tenant assigned temporarily to larger apartment than needed and proper size unit becomes available.
  - (3) Renovation work being done on resident's unit which prohibits occupancy.
  - (4) Unit becomes uninhabitable due to fire, tornado or other cause.
  - (5) Residuum family members not appropriate for development.
  - (6) If living in handicap accessible apartment and do not need it, but the apartment is needed by another resident or applicant.
- b) Resident will have seven (7) days to accept or reject the location offered. If rejected, the BHA may initiate action to terminate the lease.
- c) BHA will only pay any costs associated with moving in order to accommodate construction renovation projects which are not caused by the tenant.

## 3. Priority placement of eligible transfer applicants. All eligible transfer applicants shall be evaluated and placed according to the following order of priorities (All moving expenses will be paid by the resident):

- a) Emergency transfers: First priority placement shall be given to those eligible transfer applicants who must be transferred because of an emergency situation which renders their unit as unsafe or uninhabitable. Examples include, but are not limited to: fire, storm, or other casualty. Under the terms of the Violence Against Women Act (VAWA), a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer pursuant to the terms of BHA's Emergency Transfer Plan for victims of VAWA crimes. In each case, the transfer applicant will be offered an appropriately sized unit at their development, if available. If the transfer applicant refuses the offer, their name will be removed from the transfer list and they may be evicted. Eviction would only occur in cases where the current dwelling unit is unsafe or uninhabitable and the transfer is refused.

b) Emergency Medical Transfers: Second priority placement shall be given to those eligible transfer applicants who must be transferred due to verified medical emergency need. These transfers would include those required to meet Fair Housing requirements for the Americans with Disabilities Act. Examples include, but are not limited to severe allergies at a specific development, inability to physically maneuver at current apartment, or other emergency need. In each case, residents will be offered an appropriately sized unit at a development where their medical need can be accommodated. If the transfer applicant refuses the offer, their name will be removed from the transfer list and they will be unable to apply for a transfer again for twelve (12) months, unless there is a legitimate reason why they cannot transfer to that location or at that time.

c) Other Medical Transfers: Third priority placement shall be given to those eligible transfer applicants who must be transferred due to verified medical need that do not qualify under the Americans with Disabilities Act. Examples include, but are not limited to medical need to move to a lower floor, medical need for a larger apartment, or other medical need. In each case, residents will be offered an appropriately sized unit at a development where their medical need can be accommodated. If the transfer applicant refuses the offer, their name will be removed from the transfer list and they will be unable to apply for a transfer again for twelve (12) months, unless there is a legitimate reason why they cannot transfer to that location or at that time.

d) Transfers required by an agency for the purpose of returning children to the home or preventing their removal from the resident's home are considered at the same priority level as medical.

e) Occupancy Transfers: Fourth priority placement shall be given to those eligible transfer applicants who must be transferred to correct occupancy standards. Age, sex, and family size shall be the prime determining factors. Residents are responsible for notifying the BHA of changes in family composition. In each case, residents will be offered an appropriately sized unit at their current development, if available, or at another suitable development. If the transfer applicant refuses the offer when they request the transfer, their name will be removed from the transfer list and they will be unable to apply for a transfer again for twelve (12) months. If the transfer is BHA initiated and required, and the applicant refuses the transfer offer, the resident may be evicted.

f) In the interest of the efficient operation and solvency of the Housing Authority, it shall remain the right of the BHA to determine when transfers shall occur. Exceptions may be made by the BHA on the number of allowable transfers per month, including none at all.

4. Resident will be allowed no more than 7 days to get moved. If takes longer than that, they may request 1 extra working day. After that the resident is charged whichever is higher; the sum of \$10 per day or a daily rent charge based on the maximum monthly rent for the former apartment, through the date the keys are returned.

#### **G. Minimum Heating Standards [Notice PIH 2018-19]**

PHAs in states, territories, or localities with existing minimum heating standards must use their respective local standards for public housing dwelling units. For PHAs where state or local minimum heating standards do not exist, PHAs must use the HUD-prescribed heating standards specified in Notice PIH 2018-19.

The PHA's minimum heating standards are as follows:

**Minimum temperature:** If the PHA controls the temperature, the minimum temperature in each unit must be at least 68 degrees Fahrenheit. If the resident controls the temperature, the heating equipment must have the capability of heating to at least 68.

**Minimum temperature capability:** PHAs are allowed flexibility in maintenance of the indoor temperature when the outdoor temperature approaches the design day temperature (-4 degrees Fahrenheit in Bloomington, per International Code Council, 2018). At no point should indoor temperatures in occupied space drop below 55 degrees Fahrenheit. This flexibility applies when at least one of the below criteria are met:

- The outside temperature reaches or drops below the design day temperature, or
- The outside temperature is within five degrees Fahrenheit of the design day temperature for more than two continuous days.

**Measurement:** Temperature measurements must be taken three feet above the floor and two feet from an exterior wall in a habitable room.

## VI. The Certification Process

**A. Initial Certification.** Before families can be admitted to the program, an initial certification process must be completed, including the calculation of Annual Income (per Section II), Adjusted Income, and Tenant Rent, as defined. Families are required to pay the greater of the following and to provide verification as follows:

1. 30% of Monthly Adjusted Income (after adjustments);
2. 10% of Monthly Income (before adjustments);
3. Flat rent which is based on Fair Market Rents as published by HUD (see Appendix H).
4. Minimum TTP (Total Tenant Payment) of \$50.
  - a) Exception to minimum rent is as follows: If family requests a hardship exemption, the minimum rent requirement will be suspended immediately. If the BHA determines that there is no hardship covered by the law, (See definition of hardship) the minimum rent is imposed including back payment. If it is determined that the hardship is temporary the exemption cannot be granted.
  - b) But, during the 90-day period beginning upon the date of the family's request for an exemption, the BHA may not evict the family for nonpayment of rent. A reasonable repayment agreement will be offered for any rent not paid during the 90 days. The family will have those 90 days to demonstrate that the hardship circumstances are long-term. If the BHA approves the long-term hardship request, then the rent will be retroactively suspended.
  - c) Qualifying Financial Hardship Exemption: 1) When the family has lost eligibility for or is awaiting an eligibility determination for a government assistance program, 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, 4) When a death has occurred in the family, 5) Other circumstances determined by PHA or HUD.

d) The Housing Authority will provide written notice to tenants of the right to request an exemption from the minimum rent at the time of their admission to the public housing program and at each rent adjustment.

5. The most acceptable form of verification of income must always be pursued to the utmost extent, as required by HUD: Level and Acceptability of Certain Tenant Provided Documents:

Directly under the tiers of the most preferred forms of verification (EIV and UIV) is Written Third Party Verification. It includes an original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and in the past was commonly referred to as tenant-provided documents. It is the HUD's position that such tenant-provided documents are now considered written third party verification since these documents originated from a third party source. Third party written documents now includes, but is not limited to, acceptable tenant-provided documentation (generated by a third party source) such as pay stubs, a payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices, etc. The BHA may, at our discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

If using pay stubs as a form of verification, the BHA will obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. If a resident has been employed at that same location for a number of months, we will typically take an average of wages for the period of time they have worked there or at a maximum, one year. For new income sources or when two pay stubs are not available, the BHA will project income based on the information from a traditional written third party verification form or the best available information. Unless there is a dispute in the information or verification, the BHA will use these tenant supplied documents that are now considered written third party verification, coupled with using EIV to streamline and expedite the verification process for determining income from these sources.

After each new admission the B/HA is required to confirm and validate the EIV Income Report within 120 days of the PIC submission date and maintain a copy in the file. For each historical adjustment (reexamination or changes), the BHA will review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date and maintain a copy in a secure location. For each interim reexamination of the family income and composition, the BHA will verify that there is no household income discrepancies and maintain verification. HUD emphasized additional reporting requirements that must be maintained by the PHA in order to maintain program compliance.

**B. Utility Reimbursement Payments.** If the Utility Allowance is greater than 30% of the tenant's monthly income, the result will be a "negative rent", which represents a utility reimbursement payment. When the family has a credit, the payment is to be made to Power Company. Families receiving utility reimbursement payments may be required to submit income information on an interim basis until utility payments are no longer necessary.

**C. Annual Reexaminations.** To assure that Families participating in the Program are those Families meeting the eligibility requirements for continued participation set forth in Section II and that such Families are paying the appropriate monthly payment, the eligibility status and the Adjusted Income are to be periodically reexamined and redetermined as follows:

1. The reexaminations for all Families are to be conducted once every twelve (12) months and will normally be scheduled sixty (60) to ninety (90) days prior to the anniversary date of the Lease. When the reexamination is due and scheduled, the Family will be notified by letter of the date and time of the

appointment. An exception is when a family is paying a “flat rent.” That family income is reviewed only once every three years although all other information is reviewed annually.

2. The Family will be requested to provide information necessary for recertification at the time of the appointment. The family will be required to complete and sign required forms. If the family does not come in for appointments, does not sign or complete forms, does not provide required information, or does not come in for follow-up appointments, a lease termination notice will be sent and the family will be charged flat rent for their unit, effective on the annual recertification date. This flat rent charge will remain in effect until the family complies with the recertification requirements.

**3. ALL CHANGES IN INCOME OR FAMILY SIZE MUST BE REPORTED WITHIN 10 DAYS OF OCCURRENCE.**

After the Family’s eligibility and Income have been determined, the monthly payment shall remain in effect for the period from the anniversary date of the month they moved and for a total of twelve (12) months until the effective date of their next Annual Reexamination unless one of the following occurs:

a. Tenant can verify a change in his/her circumstances that would justify a reduction in rent. That could include a hardship for which minimum rent could not be paid. If it is a temporary income change, for example, school is closed down, and a reduction in rent is granted, rent will be readjusted to the usual amount effective the month after the income returns to normal. If the income change is permanent or the date is unknown, Tenant must report subsequent changes in income within ten (10) days. That increase in income shall NOT result in an increase in rent until the Annual Reexamination. The only exception to the above policy is if a resident is paying flat rent. Flat rent: After a hardship exemption has been granted to release a family from paying the flat rent, the rent can increase to an amount no higher than the flat rent when the tenant’s income increases prior to their annual reexamination. Rent will not be reduced if welfare or public assistance benefits are reduced under a Federal, State, or local law regarding such an assistance program because of fraud or failure of any member of the family to comply with the conditions under the assistance program to participate in an economic self-sufficiency program or failure to comply with work activities requirement.

b. There is a loss or addition of any household member. Tenant shall notify Authority in writing whenever any member of the household no longer resides in unit. It must be reported to the Authority within (10) days of its occurrence. A rent change will be made based on the income of the loss or addition of the income recipient.

c. It is found that the Tenant has misrepresented to the Authority the facts upon which his/her rent is based, so that the rent he or she is paying is less than he or she should have been charged. If this is found then the increase to the rent will be retroactive.

d. Rent formulas are changed by Federal Law, regulation, or local policy.

e. Utility allowances are changed.

f. The resident’s TTP is equal to or less than \$150.

g. A special or interim reexamination occurs as in D. below.

4. Determinations of eligibility and changes in the monthly payment may be made between annual reviews, if warranted, pursuant to procedures stated in this Section.

5. If a Family’s monthly payment cannot be determined due to the failure of the Family to recertify their eligibility in a timely manner, the BHA will alert the resident of the problem. If the resident still does not

respond, or does not verify necessary information, or does not sign required forms, a lease termination letter will be sent to the leaseholder and eviction proceedings will be initiated. That will take place if the leaseholder does not complete the certification within thirty (30) days after the date of the scheduled appointment.

6. If a Family has either added a new member to the Family who is at least six (6) years of age, or if any member of the Family who is at least six (6) years of age obtains a previously undisclosed Social Security number, or is assigned a new number, verification of this information must be provided at the next interim or regularly scheduled reexamination. Family members having numbers but not providing documentation on or before the specified time, have sixty (60) days (120 days for members aged 62 or over), to provide the documentation and, during that time, the Family will continue to receive assistance.

7. Verification of mandatory Community Service will be required. If not provided the first year, the Tenant and/or family member will be allowed to sign an agreement that the hours will be completed before the next Annual Reexamination. If those hours are not completed by that time, the lease will not be renewed and the Tenant and/or family member will be required to move out of the apartment.

8. The Housing Authority will conduct streamlined annual reexamination for family members with fixed sources of income. The Housing Authority will apply the verified COLA or interest rate to fixed-income sources. The PHA will document in the file how the determination that a source of income was fixed was made.

a. If a family member with a fixed source of income is added, the PHA will use third-party verification of all income amounts for that family member.

b. If verification of the COLA or rate of interest is not available, the PHA will obtain third-party verification of income amounts.

c. Third-party verification of fixed sources of income will be obtained during the intake process and at least once every three years thereafter.

#### **D. Special (Interim) Reexamination**

1. If, at the time of admission to the program or reexamination, it is not possible to do an estimate of Adjusted Income for the next twelve (12) month period with any degree of accuracy because of (a) unemployment and no anticipated prospects of employment or (b) conditions of employment and/or receipt of income are so unstable as to invalidate usual and normal standards for determination, a special reexamination shall be scheduled for a specified time depending upon the Authority's estimate of the time required for the Family circumstances to stabilize.

2. If, at any time of such special reexamination, it is still not possible to make a reasonable estimate of adjusted income, special reexaminations shall continue to be scheduled and conducted up to the time of the next scheduled annual review, until it is possible to make a reasonable estimate of Family Income.

3. If, at the time of admission to the Program or annual review, a Family is known to have a history of widely fluctuating income over the past year(s) as a result of fluctuating between employment and welfare or other assistance, special reexaminations should be scheduled since such income patterns can be expected to continue.

4. If, at the time of admission or annual review, a Family reports no income, the lack of income shall be appropriately documented. The Family shall be further required to have their situation re-verified as scheduled until such time as a source of income is documented. A Zero Income Form will be completed

with the applicant/resident to establish the family's expenses and how they are being paid. The BHA will request a copy of the residents' 1040 IRS form. If there are expenses paid by someone who is not a household member, these contributions will be considered income for the purposes of the public housing program.

5. In addition to submitting such information as may be required at the time of periodic reexamination (or special reexamination) of eligibility and redetermination of Adjusted Income, Families are to be required to report to the Authority within ten (10) calendar days the following defined changes in Family circumstances:

a) Changes affecting Family composition. Loss or addition of any Family member through marriage, death, divorce, birth, adoption or any other circumstances.

b) Changes affecting Income: Changes in source of income. Increase in amount of income.

6. Upon receipt of a report of a change in family composition or income, an interim redetermination of adjusted income will be conducted, and the monthly payment will be adjusted as follows:

a) Decreases in monthly payments between periodic reexaminations are effective the first day of the month following the month during which the change in circumstances was verified. The only exception to this is if the change was not verified sooner due to circumstances beyond the control of the Tenant. If the decrease is due to a decrease in Welfare Assistance see Section D. 7. subsection (e) in this chapter.

b) Thirty days notice of an increase in rent will be provided whenever possible. Increases in monthly rent are effective on the first of the month after the thirty day notice. However, if the resident misrepresented, or omitted, or if the family caused a delay in the review process, there will be a retroactive increase in rent to the scheduled effective date.

c) Rent will not be reduced if welfare assistance is reduced due to fraud, failure to participate in economic self-sufficiency program, or failure to comply with work activities requirement. Rent will be reduced if the welfare reduction is the result of the expiration of a lifetime time limit of welfare benefits or the family has complied with welfare program requirements but can't find a job. Welfare assistance means income assistance from Federal or State welfare programs, and includes assistance provided under the TANF program. Welfare assistance does not include assistance solely directed to meeting housing expenses, and does not include programs that provide health care, child care or other services for working families.

The EXCEPTION to this is that the BHA may not include imputed welfare income in annual income if the family was not a public housing resident at the time of the sanction.

The BHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as verified by the welfare agency.

d) The PHA must make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from his or her benefit amount until the overpayment is paid in full. The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld. Regardless of the amount withheld or the length of the withholding period, the PHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount [Notice PIH 2018-24].

## E. Earned Income Disallowance (EID)

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income in rent calculation for a period of time. See the full text of 24 CFR 960.255 and Streamlining Final Rule in Federal Register 3/8/16 for full detailed regulations.

1. Eligibility. This disallowance applies only to individuals in families already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:
  - a) Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
  - b) Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)]
  - c) New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.
2. Calculation of the Disallowance. Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income." The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID.

While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID. Residents qualifying prior to May 9, 2016 will have the disallowance calculated under the "Original Calculation Method" described below, which requires a maximum lifetime disallowance period of up to 48 consecutive months. Residents qualifying on or after May 9, 2016 will be subject to the "Revised Calculation Method," which shortens the lifetime disallowance period to 24 consecutive months.

Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.

- a) Original Calculation Method
  - 1) Initial 12-Month Exclusion. During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased



earnings is excluded. The 12 months are cumulative and need not be consecutive. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

- 2) Second 12-Month Exclusion and Phase-In. During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.
  - 3) Lifetime Limitation. The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.
- b) Revised Calculation Method
- 1) Initial 12-Month Exclusion. During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.
  - 2) Second 12-Month Exclusion. During the second exclusion period of 12 consecutive months, the Housing Authority will exclude half (50 percent) of any increase in income attributable to employment or increased earnings.
  - 3) Lifetime Limitation. The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance.

## **F. Adjustments for Utility Allowances**

1. The Authority shall determine whether there has been a substantial change in utility rates and whether an adjustment is required in the Utility Allowances. If the Authority determines that an adjustment should be made, affected residents will be given notice of the Utility Allowance revisions not less than sixty (60) days prior to the proposed effective date of such revisions. Residents will also be provided an opportunity to submit written comments during a period expiring not less than thirty (30) days prior to the proposed effective date of the allowance revisions.

2. Revised utility allowances will be applied to a family's rent calculations at the first annual reexamination or interim reexamination after the revised utility allowances become effective.

3. Residents whose rent increases due to Utility Allowance adjustments shall receive at least thirty (30) days notice of such increase.

4. The BHA will pay any utility reimbursement, when the resident has a credit, directly to the utility company.

## **G. Adjustments Due to Errors**

1. An adjustment in monthly payment shall be retroactive to the first day of the rent period affected when there is:
  - a) An error due to misrepresentation by the Family and the corrected determination results in increased rent;
  - b) An error from which the corrected determination results in decreased rent.
2. An adjustment in monthly payment shall be effective the first day of the month following the date an error is found if the error was not the fault of the Family and the corrected determination results in increased rent.

## **H. Reexamination Procedures**

1. All adult household members are required to complete a Personal Declaration form, and whatever other forms as may be necessary, prior to the reexamination, and to supply such information as required, including income verification, to determine family composition and Annual Income.
2. The Family is to be notified in writing concerning their eligibility status, any changes in monthly payments, and/or any amounts owing as a result of malfeasance or nonfeasance on the part of the Family.
3. Upon determination by the Authority that data supplied by the Family was misrepresented, the Authority may terminate the Lease or may adjust the monthly payment, billing for any amount owing as a result of this misrepresentation.
4. See section A.4. above for a discussion of minimum rent exceptions.
5. Over-Income Families. The following policies related to “over-income” families are adopted pursuant to the Housing Opportunity Through Modernization Act (HOTMA) of 2016 and 24 CFR 960.261 [Notice PIH 2019-11].
  - a) At annual or interim reexamination, if a family’s adjusted income exceeds the over-income limit (defined as 120 percent of area median income (AMI)), the PHA will document the tenant file and begin tracking the family’s over-income status.
  - b) If one year after the applicable annual or interim reexamination the family’s income continues to exceed the applicable over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to a rent increase pursuant to the PHA’s over-income policies.
  - c) If two years after the applicable annual or interim reexamination the family’s income continues to exceed the applicable over-income limit, the PHA will charge the family a rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. The PHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after the PHA’s written notice to the family.
  - d) If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer

subject to over-income provisions as of the effective date of the recertification. The PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

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

Family Size	1	2	3	4	5	6	7	8
Over-Income Limit	\$87,600	\$100,080	\$112,560	\$125,040	\$135,120	\$145,040	\$155,160	\$165,120

(120% of FY 2022 Area Median Income, Bloomington, IL HUD Metro FMR Area)

- f) For families larger than 8 persons, the over-income limit will be calculated by multiplying the applicable very-low income limit by 2.4.

**I. Failure to Report Income Changes.** If it is found at the time of reexamination (or any other time) that the family has failed to report changes in family circumstances as they occurred and that such changes would have required the Family to pay a higher monthly payment:

1. The Authority shall collect the increased payment retroactive to the first of the month in which the changes occurred, but in no case will we go back further than 24 months. Unless the Executive Director, or authorized agent, approves a Repayment Agreement, as specified below, the amount shall be due and payable thirty (30) days from the date of the notice to the Family specifying the amount owed.
2. It is considered fraud and can result in the termination of the lease of the tenant.
3. The family must promptly furnish to the BHA any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income. If that verification is not provided it could result in the termination of the lease of the tenant.
4. The BHA must verify the accuracy of the income information received from the family, and change the amount of the total tenant payment and tenant rent, or terminate assistance, as appropriate, based on such information.

**J. Damage and Sudden Loss of Income.** If, during any twelve (12) month period, a Family is unable to pay one month's payment due to a sudden decrease in income, or the Family incurs a debt to the Authority equal or greater than one month's payment, the Family may enter into a Repayment Agreement with the Authority. This Repayment Agreement shall be as follows:

1. Minimum monthly payments shall be 1/6th of the amount owed, or \$25.00, whichever is greater. However, the minimum monthly repayment amount shall be reduced when necessary in order that the monthly payment plus the Family's Total Tenant Payment shall not exceed fifty (50%) percent of the Family's Gross Monthly Income.

2. Repayment Agreements shall be due and payable per the same terms and conditions as apply to the payment of monthly rent.

3. Monthly payments made by a Family who has an outstanding repayment Agreement shall be applied in the following order:

- a) Past due Repayment Agreements
- b) Current Repayment Agreements
- c) Other past due charges and late charges
- d) Current charges

**K. Failure to Report Income Changes with Extenuating Circumstances.** The Executive Director, or authorized representative, may allow a Family, who fails to report income changes, to enter into a Repayment Agreement under the following circumstances:

1. The failure to report income changes was not an intentional misrepresentation of income; and,
2. The family does not have the funds available to repay the debt; and,
3. The debt is greater than the Family's gross monthly income.

**L. Authority Errors.** The Housing Authority will not calculate retroactive increases if the income change was reported in a timely manner and the Authority failed to make the appropriate adjustment. If the error of the BHA resulted in an overcharge to the resident, the BHA will go back no further than 1 year or to the last Annual Reexamination whichever is further in crediting the tenant's rent.

---

## VII. Unit Inspections

### A. Initial Inspection

1. An initial inspection of the dwelling unit will be required prior to resident move-in. The resident will be instructed during the inspection of the Authority's expectations for dwelling unit upkeep.
2. The inspection shall be conducted with both the resident and Authority representative present, and the results entered on a Unit Inspection Record form prescribed by the Authority.
3. The condition of the unit, as well as any deficiencies, missing items, needed repairs, etc. shall be entered on the Unit Inspection Record.
4. The Unit Inspection Record shall be signed and dated by both the resident and the Authority representative, and shall be considered the official record documenting the condition of the unit at the time of occupancy. This Record shall serve as the basis for assessing charges (if any) to the resident upon termination of residency.
5. The original of the Unit Inspection Record shall become a permanent part of the resident's file. A copy of the report shall be provided to the resident. Corrective action by the Authority on deficiencies noted in the initial inspection shall be included in the resident's file.

**B. Periodic Inspections.** With proper notice, inspections of all units will be conducted periodically. The Authority will conduct project inspections as often as feasible to note items in need of repair, general trends of resident neglect, and/or specific deficiencies in the appearance or upkeep of units. HUD or HUD contractors may conduct apartment and project inspections.

**C. Special Inspections.** A special inspection will be conducted where deficiencies are noted at the annual inspection or when damages or other violations are suspected. A copy of the inspection listing the deficiencies shall be provided to the resident stating that corrective action must be taken and setting a re-inspection date. If upkeep remains inadequate, appropriate action, including possible termination of tenancy, will be taken.

#### **D. Vacate Inspection**

1. Inspection of a unit being vacated will be conducted by the Housing Authority. The vacate inspection will be scheduled when the resident has removed all personal items and completed cleaning of the unit. Residents shall be given vacate instructions to assure that they understand the Authority requirements and expectations.

2. If possible, the inspection will be conducted with the resident present, and the inspection report shall be signed by both the resident and the Authority representative.

3. A list of any deficiencies, missing items, needed repairs, etc. shall be summarized on the appropriate section of the report. The vacate inspection report shall be compared with the initial inspection to evaluate any damages beyond normal wear and tear.

**E. Photography.** The BHA may photograph or videotape the apartment during any inspection or entry into the apartment after notification of entry is given.

### **VIII. Pet Policy for Units Designated for Elderly and/or Disabled**

**A. General Statement.** Under Section 227 of the Housing and Urban-Rural Recovery Act of 1983, effective November 30, 1983, Federal guidelines have been established which permit pet ownership in Federally Assisted Rental Housing built exclusively for occupancy by the elderly and handicapped. This policy pertains to Wood Hill Towers, John Kane Homes, McGraw, Irvin and Nierstheimer units which have been designated for the elderly or handicapped. No family living in these units can, as a condition of occupancy, be prohibited from keeping common household pets in their units. In addition, no family can be denied admission to those units because they own such pets.

Only residents who are in good standing with the Authority and who demonstrate the ability to care for a pet may keep a pet at their apartment. To be in good standing all rent must be paid, the Total Tenant Payment must be a minimum of \$100.00, the apartment must be kept clean, and sanitary, uncluttered, and all other rules of the Authority must be followed. The Authority may amend these rules from time to time, as necessary, and such amendments shall be binding on the residents upon notice thereof. In all cases all animal owners must comply with the Illinois Humane Care for Animals Act.

This pet policy does not apply to animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. The Authority does reserve the right to limit such animals to one per apartment. All such animals must also be determined to be healthy and to have had all required shots by a licensed veterinarian. The tenant must also designate a responsible person to care for the animal in case of their absence or incapacity.

**B. Common Household Pets** include domesticated animals, such as dogs, cats, birds or fish that are traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles, birds of prey and rodents are not to be considered common household pets. Those pets not allowed include, but are not limited to hamsters,

gerbils, guinea pigs and snakes. Vicious, dangerous or intimidating pets will not be allowed. This could be a specific type of pet, breed of pet, or a specific pet.

### C. Pet Rules

1. Registration. All dogs and cats must be registered with the Authority before they are brought onto the premises. The registration shall include:

- a) A complete description of the pet, including breed, age, color, height and weight;
- b) A certification of a licensed veterinarian stating that the pet:
  - (1) Has received all required inoculations and boosters, including current rabies, distemper and parvovirus.
  - (2) has been neutered or spayed if over the age of ten months old; and
  - (3) Is in good health and free from communicable diseases and external parasites (fleas, ticks, etc.), and generally shows good behavior.
  - (4) Pet's weight/height requirements are as follows: not to exceed 20 pounds nor exceed 20 inches high at adult size, whichever is larger.
- c) A signed statement from a responsible person who will care for the pet if the pet owner is, for any reason, no longer able to care for the pet or if the tenant is to be away overnight or longer. That person must be available to take the pet away from the premises within twelve hours after any emergency causing the owner not to be able to care for the animal. The name, address and phone number of the person shall be included. If the tenant does not allow the person entrance to the apartment, or if there are other extenuating circumstances, the pet may need to be removed. At the Executive Director's discretion (or his/her designee'), Housing Authority staff may find an appropriate, humane placement for the pet.
- d) A signed statement from the pet owner that he or she has read the pet policy and agrees to comply with the rules
- e) All present pet owners shall up-date pet information on an annual basis.
- f) One color photo of the pet may be required.
- g) A current license issued by the appropriate authority.

### 2. Sanitary Standards and Pet Care

- a) Each pet owner shall be responsible for the proper disposal of pet wastes in a safe and sanitary manner.
- b) Pet waste shall be picked up and disposed of by placing in a plastic bag, sealing and depositing in a proper garbage receptacle. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds.
- c) Cat litter shall be changed at least weekly and shall be disposed of as above. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not

permit refuse from litter boxes to accumulate nor to become unsightly, unsanitary, or have an odor.

d) Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.

e) Food and area around food must be maintained in a clean and sanitary manner in order to prevent pest problems.

f) An inspection of the potential owner's apartment will be required prior to allowing the pet to move into the apartment.

### 3. Pet Restraint

a) All dogs and cats must be kept on a leash or in a pet carrier and under control by an adult at any time they are outside of their apartment.

b) No pets are to be allowed at any time in any community areas including any Community Rooms, South Activity Room, Party Room or Commissary.

c) Pets will only be allowed to be in the interior common areas for ingress or egress to and from the building. Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in yards or other common areas of the facility.

d) Birds shall be confined to a cage at all times. A bird may be removed from its cage while inside the dwelling unit for the purpose of handling, but shall not be generally unrestrained.

e) All pets must be on a leash and carried or in a pet carrier when inside the allowable common areas in the building.

f) No animals shall be tied up on the outside or left unattended.

g) All pets must be in a pet carrier/cage or otherwise restrained when residents is aware that BHA staff will be in their apartment - such as on spray days.

### 4. Limitations

a) All pets shall be currently licensed in accordance with local laws and regulations.

b) No more than one dog or cat shall be permitted in a household of a resident living in a building designated for the elderly/disabled. See other Pet Policy for housing not designated for the elderly or disabled. No more than 1 bird and 1 fish aquarium shall be permitted in any public housing unit unless special permission is given.

c) The dog's anticipated full-grown weight shall not exceed 20 pounds or if heavier than that, height shall not exceed 20 inches.

d) One dog or one cat may reside with their owners in any unit at Wood Hill Towers, John Kane homes, Nierstheimer, the Irvin, or at McGraw apartments.

e) Should any pet housed in an Authority facility give birth to a litter, the resident shall move from the premises all of said pets except one within ten (10) days.

## 5. Security Deposits

- a) All owners of dogs or cats are required to pay a separate, refundable pet security deposit. The amount of the deposit shall be \$100 and shall be paid in advance prior to the pet being allowed into the apartment. There is no deposit required for 1 bird in a cage or 1 fish aquarium.
- b) The pet security deposit shall be used to pay reasonable expenses directly attributed to the presence of the pet in the project building including, but not limited to, the cost of repairs to and fumigation of the dwelling unit.
- c) The Authority shall refund the unused portion of the pet security deposit as prescribed by State law when the tenant vacates, or within a reasonable time if the tenant no longer owns or keeps the pet in the unit. No interest shall be earned or paid on the pet deposit.

## 6. Strays and Visitors

- a) The care or feeding of animals not registered with the Housing Authority shall be considered keeping a pet without permission, and a violation of this policy.
- b) The keeping of pets on a temporary basis for others is not permitted. Pets belonging to visitors of tenants are not permitted in the buildings, without the express written permission of the Executive Director or his/her designee.

### **D. Nuisance or Threat to Health or Safety**

1. If a pet becomes a nuisance, vicious, or displays symptoms of serious illness, or demonstrates other behavior that constitutes an immediate threat to health or safety of the tenancy as a whole, the BHA may request the pet owner to remove the pet immediately. If the BHA is unable to contact the pet owner, the BHA will first contact the authorized responsible person, and in the event that contact cannot be made, the BHA will authorize removal of the pet.
2. If the health or safety of the pet is threatened by the death, absence or incapacity of the pet owner and the authorized person cannot be contacted, the BHA will take immediate action. If the BHA must take action to remove the pet, the animal will be placed in a facility that will provide care and shelter for no less than 10 days. The pet owner will be responsible for this cost. If the pet owner is deceased, the cost will be deducted from the pet security deposit.
3. If pets are left unattended for a period of twenty-four (24) hours or more, the Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. The Authority accepts no responsibility for the animal under such circumstances.
4. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere, or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.

### **E. Denial of Approval.** The Authority reserves the right to refuse to register a pet if

1. The pet is not a common household pet;
2. The keeping of the pet would violate any applicable house pet rule;



3. The pet owner fails to provide information as required under this policy; or
4. The Authority reasonably determines, based upon the pet owner's past habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other Lease obligations.
5. The apartment is not kept in a clean and sanitary condition based on annual or any other unit inspections
6. If the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

**F. Pet Rules Violation Procedures.** Violation of these pet rules shall be considered violations of the Lease Agreement and shall be handled accordingly. This includes the tenant's right to a hearing under the Authority's Grievance Procedure.

1. The pet owner will be fined up to \$50 for each occurrence.
2. The pet will be required to be removed if it disturbs neighbors, visitors, staff or contractors of the BHA within 14 days of written notice by Authority.
3. Eviction

#### **G. Exclusion for Animals Necessary as a Reasonable Accommodation**

This pet policy does not apply to animals necessary as a reasonable accommodation by people with disabilities. In order for the Authority to grant a request for a tenant to keep such an animal as a reasonable accommodation, the tenant or prospective tenant must document the following:

1. That the individual has a disability, as defined in the Fair Housing Act or Section 504 of the Rehabilitation Act of 1973,
2. That the animal is needed to assist with the disability, and
3. That there is a relationship between the disability and the assistance that the animal provides.

### **IX. Pet Policies for Units Not Designated for Elderly/Disabled**

**A. General Statement.** This regulation does not include the rules for elderly or disabled federally-assisted rental housing, which are located at 24 CFR Part 5, Subpart C. This Statement of Pet Policy is established for the Housing Authority of the City of Bloomington effective after Regulations are published by HUD and approved by the Board.

Per the requirements of Section 526 of the Quality Housing and Work Responsibility Act of 1998, "a resident of a dwelling unit in public housing may own one (1) or more common household pets or have one (1) or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the public housing agency, if the resident maintains each pet responsibly and in accordance with applicable state and local public health, animal control and animal anti-cruelty laws and regulations and with the policies established in the public housing agency plan for the agency".

ONLY residents who are in good standing with the Authority and who demonstrate the ability to care for a pet may keep a pet at their apartment. To be in good standing all rent must be paid and the Total Tenant Payment must be a minimum of \$100.00, the apartment must be kept clean, sanitary, uncluttered, and all other rules of the Authority must be followed. The Authority may amend these rules from time to time, as necessary, and such amendments shall be binding on the residents upon notice thereof. In all cases all animal owners must comply with the Illinois Humane Care for Animals Act.

This pet policy does not apply to animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. The Authority does reserve the right to limit such animals to one per apartment. All such animals must also be determined to be healthy and to have had all required shots by a licensed veterinarian. The tenant must also designate a responsible person to care for the animal in case of their absence or incapacity.

**B. Common Household Pets** include domesticated animals, such as dogs, cats, birds or fish that are traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles, birds of prey and rodents are not to be considered common household pets. Those pets not allowed include, but are not limited to hamsters, gerbils, guinea pigs and snakes, as well as any animal classified as dangerous. Vicious, dangerous or intimidating pets will not be allowed. This could be a specific type of pet, breed of pet, or a specific pet.

### **C. Pet Rules**

1. Registration. All dogs and cats must be registered with the Authority before they are brought onto the premises. Prior to allowing any pet on the premises, the resident shall apply to BHA for a pet permit that shall be accompanied by the following:

a) A complete description of the pet, including breed, age, color, height and weight.

b) A current license issued by the appropriate authority

c) A certification of a licensed veterinarian stating that the pet

(1) has been spayed or neutered, as applicable

(2) has received all required inoculations and boosters, including rabies, parvovirus and distemper inoculations or boosters and must keep up with these yearly

(3) is in good health and free from communicable diseases and external parasites (fleas, ticks, etc.) and generally shows good behavior

(4) pet's weight/height requirements are as follows: not to exceed 20 pounds nor exceed 20 inches high at adult size, whichever is larger.

d) signed statement from a responsible person who will care for the pet if the pet owner is, for any reason, no longer able to care for the pet or if the tenant is to be away overnight or longer. That person must be available to take the pet away from the premises within twelve hours after any emergency causing the owner not to be able to care for the animal. The name, address and phone number of the person shall be included. If the tenant does not allow the person entrance to the apartment, or if there are other extenuating circumstances, the pet may need to be removed. At the Executive Director's discretion (or his/her designee'), Housing Authority staff may find an appropriate, humane placement for the pet.

- e) A signed statement from the pet owner that he or she has read the pet policy and agrees to comply with the rules.
- f) All present pet owners shall up-date pet information on an annual basis
- g) One color photo of the pet may be required.

## 2. Sanitary Standards and Pet Care

- a) Each pet owner shall be responsible for the proper disposal of pet wastes in a safe and sanitary manner.
- b) Pet waste shall be picked up and disposed of by placing in a plastic bag, sealing and depositing in a proper garbage receptacle. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds.
- c) Cat litter shall be changed at least weekly and shall be disposed of as above. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly, unsanitary, or have an odor
- d) Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- e) Food and area around food must be maintained in a clean and sanitary manner in order to prevent pest problems.
- f) An inspection of the potential owner's apartment may be required prior to allowing the pet to move into the apartment.

## 3. Pet Restraint

- a) An adult must keep on a leash and under control all dogs and cats at any time they are outside.
- b) Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in yards or other common areas of the facility.
- c) Birds shall be confined to a cage at all times. A bird may be removed from its cage while inside the dwelling unit for the purpose of handling, but shall not be generally unrestrained.
- d) No animals shall be tied up on the outside or left unattended. No doghouses, animal runs, etc. will be permitted.
- e) Residents shall not alter their unit, patio or unit area in order to create an enclosure for any pet.

## 4. Limitations

- a) One dog or one cat may reside with their owners in any unit at Sunnyside or Wood Hill Family. Only one cat may reside with their owners in any unit at Evergreen or Holton Homes.

- b) Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in yards or other common areas of the facility.
- c) Birds shall be confined to a cage at all times. A bird may be removed from its cage while inside the dwelling unit for the purpose of handling, but shall not be generally unrestrained.
- d) No animals shall be tied up on the outside or left unattended. No doghouses, animal runs, etc. will be permitted.
- e) Residents shall not alter their unit, patio or unit area in order to create an enclosure for any pet.

#### 4. Security Deposits.

- a) All owners of dogs or cats are required to pay a separate, refundable pet security deposit of \$200. It is not required for 1 bird kept in a cage or 1 fish aquarium. This deposit must be paid in addition to the Authority's standard security deposit and in advance prior to the pet being allowed into the apartment.
- b) The pet security deposit shall be used to pay reasonable expenses directly attributed to the presence of the pet in the project building including, but not limited to, the cost of repairs to and fumigation of the dwelling unit.
- c) A monthly non-refundable nominal fee of \$15 per month to cover reasonable operating costs to the Housing Authority will be required of each cat or dog only if staff is required to respond to issues involving the pet more than two (2) times in any year.
- d) The Authority shall refund the unused portion of the pet security deposit as prescribed by State law when the tenant vacates, or within a reasonable time if the tenant no longer owns or keeps the pet in the unit. No interest shall be earned or paid on the pet deposit.

#### 5. Strays and Visitors

- a) Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of the Authority.
- b) Visitors are not allowed to bring pets and the residents shall not engage in "pet-sitting." The keeping of pets on a temporary basis for others is not permitted. Pets belonging to visitors of tenants are not permitted on the premises or in the apartment, without the express written permission of the Executive Director or his/her designee.

#### **D. Nuisance or Threat to Health or Safety**

1. If a pet becomes a nuisance, vicious, or displays symptoms of serious illness, or demonstrates other behavior that constitutes an immediate threat to health or safety of the tenancy as a whole, the BHA may request the pet owner to remove the pet immediately. If the BHA is unable to contact the pet owner, the BHA will first contact the authorized responsible person (pet sponsor), and in the event that contact cannot be made, the BHA will authorize removal of the pet.
2. If the death or incapacity of the pet owner threatens the health or safety of the pet, and the authorized person cannot be contacted, the BHA will take immediate action. If the BHA must take action to remove the pet, the animal will be placed in a facility that will provide care and shelter for no

less than 10 days. The pet owner will be responsible for this cost. If the pet owner is deceased, the cost will be deducted from the pet security deposit.

3. If pets are left unattended for a period of twenty-four (24) hours or more, BHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. BHA accepts no responsibility for the animal under such circumstances.

4. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.

**E. Violation of the Rules.** Residents who violate these rules are subject to:

1. Being required to get rid of the pet within 14 days of written notice by BHA
2. Eviction.
3. Fine of up to \$50 for each occurrence.

**F. Denial of Approval.** The Authority reserves the right to refuse to register a pet or to revoke the registration at any time. The privilege of maintaining a pet in a facility owned and/or operated by BHA shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to BHA's Hearing Procedures

1. if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation;
2. The pet is not a common household pet;
3. The keeping of the pet would violate any applicable house pet rule;
4. The pet owner fails to provide information as required under this policy
5. The Authority reasonably determines, based upon the pet owner's past habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other Lease obligations
6. The apartment is not kept in a clean and sanitary condition based on annual or other unit inspections.

**G. Breach of Rules Constitutes Breach of Lease.** A breach of any of the foregoing rules constitutes a breach of the resident's lease and can result not only in the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident's lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease. Further, the resident is subject to the Animal Control Act, Section 351 et. seq. of Chapter 8 of the Illinois Revised Statutes. The election of a remedy by BHA for a resident's breach of the foregoing rules is not exclusive and BHA may thereafter pursue any of the various remedies set forth in the lease as BHA may, in its discretion, decide.

**H. Exclusion for Animals Necessary as a Reasonable Accommodation.** This pet policy does not apply to animals necessary as a reasonable accommodation by people with disabilities. In order for the Authority to grant a request for a tenant to keep such an animal as a reasonable accommodation, the tenant or prospective tenant must document the following:

1. That the individual has a disability, as defined in the Fair Housing Act or Section 504 of the Rehabilitation Act of 1973,
2. That the animal is needed to assist with the disability, and
3. That there is a relationship between the disability and the assistance that the animal provides.

## **X. Eviction Procedures**

**A. Emergency Housing Eviction Procedures.** The BHA will seek possession of premises when there is a verified complaint that alleges evidence of any of criminal drug-related activity, Illinois state law prohibited firearm possession, use, sale or deliver, or other activities as listed in the Illinois Code of Civil Procedure Emergency Housing Eviction Section. Notice will be given as required by State law and a hearing may be scheduled as soon as 14 days after the receipt of the notice. The BHA may collect rent during the court process.

**B. Class X felony evictions.** The BHA will seek possession of premises when any lessee or occupant is charged with having committed an offense on the premises constituting a Class X felony under the laws of this State after posting a written notice at the premises requiring the lessee or occupant to vacate the leased premises on or before a date 5 days after the giving of the notice.

**C. Other drug-related and criminal evictions.** The BHA will seek possession of premises when there is a preponderance of evidence that a resident or guest of a resident has violated the criminal drug-related or health and safety related sections of the lease after a 10-day notice is delivered to the resident as required by State law.

**D. Eviction for Non-Payment of rent.** The BHA will seek possession of premises and a judgment for the rent after a 30-day notice is delivered which runs concurrently with the state required notice. Collection of rent shall not invalidate the suit.

**E. Eviction for other Cause.** The BHA will seek possession of premises for other lease violations after a 10-day notice as is required by state law and allowed by HUD regulations.

**F. Nonrenewal of lease.** No tenant will be allowed continued occupancy if they fail to complete required Community Service Requirements. If they sign an agreement to complete the requirements and do not do so by the time of their next lease renewal, the lease will not be renewed.

### **G. Eviction Process.**

1. All lease termination notices must be delivered according to state law. State law allows notices to be posted on the door if the apartment appears to be vacant, sent by certified mail; hand delivered to the tenant, left with a resident of the home at least 13 years old.
2. Occupancy staff will attempt to hand deliver the notices two (2) times.
3. If staff cannot provide service, the notice will be turned over to a process server to deliver.
4. The cost of certified mail, process server, or other cost incurred to provide service of a lease termination notice will be due and payable by the leaseholder prior to the lease being continued.

*This page intentionally left blank*

## APPENDIX A—DEFINITIONS

**Abandonment of Unit.** A unit shall be considered abandoned if:

- A. the unit appears uninhabited and the Tenant has not paid rent for the period in which the unit was uninhabited; or
- B. Tenant’s property of apparent value has been removed and one of the following has occurred:
  - 1. a period of 30 days has elapsed from the time the removal of the Tenant’s property was first noticed; or
  - 2. the Tenant has expressed an intent to move or other circumstances make it unlikely that the Tenant will return; or
  - 3. the Authority has filed a forcible entry and detainer suit.
- C. If the Authority determines that abandonment has occurred, it may retake possession of the premises and dispose of all Tenant’s property whenever the rent due on the premises exceeds the apparent value of the property, or 30 days after the apartment was posted as apparently abandoned.

**Adjusted Income.** The Annual Income of an Eligible Family less:

- A. \$480 for each Dependent.
- B. \$400 for any Elderly/Disabled Family.
- C. **Child Care Expenses**, as defined.
- D. Medical Expenses which exceed three percent (3%) of the Annual Income of any Elderly Family.
- E. **Handicapped Assistance Expenses**, as defined, in excess of three percent (3%) of Annual Income.
- F. Any other approved work-related expenses as described in Chapter 2.
- G. Earned income of a minor
- H. Other HUD approved and funded adjustments as noted in Chapter 2.

**Anniversary Date of Lease.** Day of the year on which the Lease was initially executed.

**Annual Income.** The anticipated total Annual Income of an Eligible Family from all sources for the 12-month period following the date of determination of Income (see Section II.B.).

**Assets.** Include all of the following: Trusts that are available to a family, stocks, bonds, money market funds, equity in real property, retirement savings accounts, contributions to company retirement and pension funds. (Before retirement, only amounts that a family can withdraw from these funds without retiring or quitting are counted as assets. After retirement, regular periodic payments from these funds are counted as income.) Other assets are lump sum receipts that are retained and verifiable, such as: inheritances, capital gains, and lottery winnings. SS and SSI lump-sum payments are also assets. Personal property held as an investment (e.g., gems, jewelry, and coin collections) and the surrender value of life insurance policies are all assets.

**Assistance applicant.** A family or individual that seeks admission to the program.

**Authority.** The Housing Authority of the City of Bloomington.

**BHA.** Housing Authority of the City of Bloomington

**Child care Expense.** Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed. That is only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education including full-time vocational training and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care (see definition), and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of Income received from such employment that is included in annual income. The days and times of childcare requested must match employment/training/ or job search times. See entry on Reasonable Child Care costs.

**Citizen.** A citizen of the United States.



**Covered families.** Designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. Families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**Criminal Activity.** Includes violent crimes and any other crimes that would pose a threat to the life, health, safety, or peaceful enjoyment of residents. These shall be considered when determining eligibility for a family applying for public housing and in determining continuing eligibility. This will be done on a case-by-case basis focusing on the concrete evidence of the seriousness and recentness of criminal activity as the best predictors of tenant suitability. The location of the offense is irrelevant. The Authority will also take into account the extent of criminal activity and any additional factors that might suggest a likelihood of favorable conduct in the future, such as evidence of rehabilitation.

**Currently engaging in illegal use of a drug.** Illegal use of a drug occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member.

**Dependent.** A member of the family household (excluding foster children), other than the Head of Family or Spouse, who is under 18 years of age or is a Disabled or Handicapped Person, or is a full-time student, including a student in vocational training.

**Designated for the Elderly or Handicapped.** Any development, including any building within a mixed-use development, that was designated for occupancy by the elderly or handicapped at its inception, or, although not so designated, for which the Authority gives preference in tenant selection (with HUD approval) for all units in the development, or for a building in a mixed-use development, to elderly or handicapped families.

**Disabled Person.** A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

- A. Section 223 of the Social Security Act defines “disability as:
  1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months; or
  2. In the case of an individual who has attained the age of 55 and is blind within the meaning of “blindness” as defined in Section 416(1) of the Social Security Act, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
  3. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for low-income housing solely on the basis of any drug or alcohol dependence.
- B. Section 102(7) of the Developmental Disabilities and Bill of Right “developmental disability” as: A severe chronic disability that (a) is attributable to a mental and/or physical impairment; (b) is manifested before the person attains age 22; (c) is likely to continue indefinitely; (d) results in substantial functional limitations in three (3) or more of the following areas of major life activity:
  1. self care;
  2. receptive and responsive language
  3. learning;
  4. mobility;
  5. self-direction
  6. capacity for independent living; and
  7. economic self-sufficiency; and
  8. reflects the person’s need for a combination and sequence of special, interdisciplinary or generic care, treatment or other services which are of life-long or extended duration and are individually planned and coordinated.

**Displaced Person.** A person displaced by governmental action, or a person whose dwelling unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by under Federal disaster relief laws.

**Domestic Violence.** Actual or threatened physical violence directed against one or more members of a family by a spouse or other member of the household.

**Drug abuse treatment facility.** An entity that holds itself out as providing and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use and that is either an identified unit within a general care facility or an entity other than a general medical care facility.

**Drug-related Criminal Activity.** The illegal manufacture, sale, distribution, use, possession or possession with intent to manufacture, sell, distribute or use a controlled substance. (As defined in section 102 of the Controlled Substances Act (21 U.S. C. 802) which does include marijuana as a controlled substance.) This can be either on or off the premises of Public Housing.

**Dwelling Lease.** A lease agreement between the Housing Authority and the tenant in the form shown in Appendix C. The Dwelling Lease shall, among other things, reflect the rent currently being charged and the conditions governing occupancy. It will cover a 12-month period.

**Dwelling Unit.** A Unit, as defined.

**Economic self-sufficiency program.** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any other program necessary to ready a participant to work (such as substance abuse or mental health treatment). It includes any work activities as defined in the Social Security Act (42 U.S.C. 607 (d) Economic self-sufficiency programs include: Job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, any program necessary to ready a participant for work (including a substance abuse or mental health treatment program) or other work activities.

**Elderly Family.** A Family whose Head of Family, Spouse, or sole member is an Elderly, Disabled or Handicapped Person, as defined. It may include two (2) or more Elderly, Disabled or Handicapped Persons living together, or one (1) or more such persons living with one or more Live-in Aides.

**Elderly Person.** A person who is at least 62 years of age.

**Eligible Family.** A family who meets the requirements of Section II.A. and whose Annual Income meets the criteria listed in Chapters 2, 3, and 4 and meets income criteria at time of move-in.

**Emancipated Minor.** A person under the age of 18 years who has been declared legally emancipated from his or her parents according to federal, state or local law. For the purpose of qualifying for housing, a minor may also be considered to be emancipated by reason of marriage.

**Employment – Actively Seeking.** More than one family member may be actively seeking employment at any time. If necessary to verify, we will request one or more of the following: card verifying appointments at the employment office, social service staff statement of their involvement with the resident's search for employment, copy other agency's verification, or statements from prospective employers. At least one job application per day of childcare request is required.

**Extremely Low Income.** A family whose income does not exceed 30% of the median family income.

**Family.** One or more persons applying for or living in an assisted dwelling unit. A Family can consist of any of the following:

- A. An **Elderly Family**, as defined in this Section.
- B. Two (2) or more persons who intend to live together and whose income and resources are available to meet the family's needs, with the following clarifications:
  - There can also be other persons living in the household, such as foster children, if it is determined that the unit will not be overcrowded.
  1. Persons residing with a Family to permit the employment of a sole wage- earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility at admission or for continued occupancy.

2. Children are considered family members if they either currently reside, or it can be reasonably be anticipated that they will reside, with the Family at least six (6) months a year.
  3. The temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size.
- C. A **Single Pregnant Woman** or a **Single Person Obtaining Custody**, as defined, shall be considered a two-person family.
  - D. A single person who is otherwise eligible.
  - E. The remaining member of a tenant family.
  - F. A displaced person.

**Family member.** Immediate family member for purpose of minimum rent exemption is parent, step-parent, child, step-child, grandparent, sibling.

**Full Time Student.** A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree, and is considered a Full-Time student under the standards and practices of the institution attended.

**Handicapped Assistance Expenses.** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member, and that are necessary to enable a Family member (including Handicapped and Disabled members) to be employed; provided that, the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

**Handicapped Person.** A person having physical or mental impairment (1) which is expected to be of long-continued and indefinite duration; (2) which substantially impedes that person's ability to live independently; and (3) which is of such nature that the ability to live independently would be substantially improved by more suitable housing conditions such as those provided by the Program.

**Hardship circumstances to qualify for Hardship exemption.** Are used in determining whether or not family must pay minimum rent. They include when family has lost eligibility for or is waiting for an eligibility determination for a Federal, State or local assistance program; the family would be evicted as a result of applying the minimum rent requirement; the income of the family has decreased because of changed circumstances such as loss of employment or a death in the family. It includes a situation where the family would be evicted because it is unable to pay the minimum rent - but only minimum rent. This applies to a family with a member who is a noncitizen 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. The hardship exemption begins the month following the family's request for a hardship exemption and continues until the BHA determines whether there is a qualifying financial hardship and whether it is temporary or long term. Temporary means any time less than 90 days. If the BHA determines that a qualifying financial hardship is temporary, the BHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The BHA shall offer the family a reasonable repayment agreement, on terms and conditions established by the BHA, for the amount of back minimum rent owed by the family.

**Hardship, Long-Term.** Long-term hardship is defined as a hardship expected to last more than 90 days.

**Head of Family.** That member of the Family who is actually looked to, and held accountable for, the Family's needs.

**Homeless.** Lacking a fixed, regular, adequate nighttime residence, AND having a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings. Does not include any individual imprisoned or detained pursuant to state law or an act of Congress.

**HUD.** The U. S. Department of Housing and Urban Development or its designee.

**Imputed Assets.** The cash value of an imputed asset is the difference between the actual cash value of the asset and the amount received for it. The BHA has established a minimum threshold for counting assets disposed of

for less than fair market value at \$1000. The following reasons for asset disposal are not considered assets disposed of for less than fair market value: divorce or separation, bankruptcy, or foreclosure.

**Imputed Welfare Income.** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income. It includes the amount of imputed welfare income plus the total amount of other annual income. However, the amount of imputed annual income is offset by income from other sources received by the family that starts after the sanction is imposed. The BHA will count imputed welfare income of a covered family only after the BHA has received notice of the welfare reduction from the welfare agency. At the request of the BHA the welfare will inform the BHA in writing of the amount and term of any specified welfare benefit reduction for a family member and the reason for such reduction.

**Income.** Income from all sources received by the Head of Family (even if temporarily absent) and each additional member of the Family household. It includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in economic self-sufficiency

**Income Based Admission.** Selecting an applicant based on the amount of the applicant's income. Selecting a relatively higher income family for admission is allowed if the preference is pursuant to a Local Preference admission or for deconcentration of poverty or in order that 40% of all new admissions are families with incomes no higher than 30% of area median income.

**Income for Eligibility.** The anticipated total Annual Income of a Family for the 12-month period following the date of determination, computed in accordance with Section II.B.

**Income Limits.** HUD established Low and Very Low and Extremely low Income Limits that are used to determine if assisted housing program applicants qualify for admission to the programs, and are based on HUD estimates for area median family income.

**Involuntary Displacement.** Having been forced to vacate a housing unit and not living in standard replacement housing, OR, within no more than six (6) months from the date of preference status certification, will have to vacate a housing unit. The reason for vacating must be as a result of one or more of the following:

- A. A disaster, such as a fire or flood, that results in the uninhabitability of the unit.
- B. An activity carried on by a government agency in connection with code enforcement or a public improvement or development program.
- C. An action by a landlord that:
  - 1. Is beyond an applicant's ability to control or prevent; and,
  - 2. Occurs despite an applicant's having met all previously imposed conditions of occupancy; including HUD program policies and procedures for the occupancy of under-occupied or overcrowded units, and including any court decrees or in accordance with policies and procedures under a HUD-approved desegregation plan; and,
  - 3. Is other than a rent increase.
- D. **Domestic Violence**, as defined, if the violence occurred recently or is of a continuing nature, and if the applicant certifies that the person who engaged in such violence will not reside with the applicant family unless the Authority has given advance, written approval.
- E. A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and the owner is not legally obligated to make changes to the unit which would make the critical elements accessible.

**Lease. Dwelling Lease**, as defined.

**Live-In-Aide.** A person who resides with an Elderly, Disabled or Handicapped Person (or Persons) and who (a) is determined by the Authority to be essential to the care and well-being of the person; (b) is not obligated for support of the person; and (c) would not be living in the unit except to provide necessary supportive services.

**Lower Income Family.** A Family whose Annual Income does not exceed eighty percent (80%) of the median income for the area as determined by HUD, with adjustments for smaller and larger families.

**Medical Expenses.** Those out-of-pocket medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.

**Military or Naval Service of the United States.** Service in the Army, Navy, Air Force, Marine Corps or Coast Guard. Such service does not include the Merchant Marine, Red Cross, UNRRA, or any other organization not actually a part of the Military or Naval Service of the United States.

**Monthly Adjusted Income.** One-twelfth (1/12) of the Adjusted Income.

**Monthly Income.** One-twelfth (1/12) of the Annual Income.

**Near Elderly Family.** A Family whose Head or Spouse (or sole member) is at least fifty (50) years of age but below the age of sixty-two (62) years.

**Net Family Assets.** The net cash value, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment, excluding interest in Indian Trust land. In determining Net-Family Assets, the value of any assets disposed of by an applicant or tenant for less than fair market value (including disposition in trust but not in foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, shall be included in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Non-Elderly Family.** A family whose Head of Family and/or spouse is less than 62 years of age and neither Handicapped nor Disabled.

**Occupancy Standards.** Standards established by the Authority governing the allowable size of Family occupying a particular size of Dwelling Unit.

**Overcrowded Unit.** A Unit occupied by more than the number of persons permitted by the Authority's Occupancy Standards.

**Participant.** A family or individual that is assisted under the public housing program.

**Preference.** A means of ensuring that housing assistance is directed to those with greatest housing needs by providing housing or assistance to applicants in certain categories prior to others on the waiting list who applied earlier. Local Preferences are established by the Housing Authority as a means of selecting among applicants.

**Previously unemployed.** For purposes of the section involving limit of rent increase with start of employment "previously unemployed includes any family member unemployed during the past one or more years. It also includes a person who has earned in the previous twelve (12) months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. As of 1-1-2000 that would be \$2,575.

**Program.** Low-Income Public Housing Program.

**Public Assistance.** Welfare or similar payments to Families which are made under programs funded by Federal, State and/or Local Governments.

**Public Housing Authority.** Any State, county, municipality or other governmental entity or public body, or an agency or instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for lower income families.

**Reasonable Accommodation.** A person with a disability may require special accommodations in order to have equal access to public housing. Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations: When founded, the BHA will modify normal procedures to accommodate the needs of a person with disabilities. Examples include: Permitting reexaminations to be

completed by mail or permitting an authorized designee or advocate to participate in the application or certification.

**Reasonable child care Charges.** Those charges are equal to the amount allowed by the Child Care Resource and Referral Network (CCCRN). Extenuating circumstances will be reviewed on a case by case basis and higher amounts may be allowed upon the approval of the Assistant Executive Director.

**Rent (with respect to Preferences).** The actual monthly amount due under a lease between a family and the family's current landlord; plus, for utilities purchased directly by families from utility providers.

**Rent Burden Preference:** The Federal Preference for admission of applicants who have paid more than 50% of their monthly income for rent for at least ninety (90) days.

**Residency Preference.** A preference for admission of families living in the jurisdiction of the Authority. Resident provisions are subject to the following:

- A. Residency requirements are not permitted.
- B. A residency preference may not be based on how long the applicant has resided in the jurisdiction; and
- C. Applicants who are working or who have been notified that they are hired to work in the jurisdiction shall be treated as residents of the jurisdiction.

**Responsible Entity.** The Housing Authority of the City of Bloomington (BHA) which administers the public housing program under an ACC with HUD

**Seasonal Employment.** This is employment of less than 12 months per year, such as school employees. The BHA annualizes current income and then conducts an interim reexamination when income changes. **An exception to this is if, at the tenant's request, the BHA is able to determine an annualized income for the tenant.**

**Serviceman.** A person in the **Military or Naval Service of the United States**, as defined.

**Single Person.** A person living alone, or intending to live alone, who does not qualify as an Elderly Family, a Displaced Person, or as the remaining member of a tenant Family.

**Single Persons Obtaining Custody.** Single persons, with no children, who are in the process of obtaining legal custody of a person under eighteen (18) years of age.

- A. There must be reasonable likelihood of the success of obtaining custody at the time of an offer of housing. If there is not a "reasonable likelihood" of success, but the applicant is still attempting to obtain custody, the applicant would not be housed, but could maintain the position on the waiting list until such time as custody is either secured or denied.
- B. If custody is denied after admission, the single person would still be eligible as the remaining member of a tenant family.

**Specified Welfare Benefit Reduction.** Designates those reductions of welfare agency benefits for a covered family that may result in a reduction of the family rental contribution. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**Sporadic Income.** This is income that is neither reliable nor periodic. It is income that cannot be counted on to continue. It includes the following: wages during the first calendar month of employment after being unemployed at least 3 months; one time per year payments from child support from tax return; earnings received from employment from one source that is less than 8 hours/month unless all income is received in that manner.

**Spouse.** A member of the Family household who is not a Dependent but who has established certain joint tenancy obligations and rights with the Head of Household, either through a formal arrangement such as marriage, or as evidenced by the establishment of a **stable family relationship**.

**Stable Family Relationship.** A Family relationship established by evidence that two (2) or more persons have shared residency, income and resources for a period of not less than one (1) year or in any other way determined by the Authority.

**Standard, Permanent Replacement Housing.** Housing that is decent, safe and sanitary, that is adequate for the Family size, and that the Family is occupying pursuant to a lease or occupancy agreement. Such housing does not include transient facilities, hotels, motels, temporary shelters and, in the case of victims of domestic violence, does not include housing the applicant who lives with the individual who engages in such violence.

**State.** Any of the several States of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, the Trust Territory of the Pacific Islands, and Indian Tribes.

**Substandard Housing.** Those dwellings in which one or more of the following conditions are found to exist:

- A. Is **Dilapidated**, as defined.
- B. Does not have operable indoor plumbing.
- C. Does not have a usable flush toilet, a bathtub or a shower inside the unit for the exclusive use of the family.
- D. Does not have a safe or adequate source of heat.
- E. Should, but does not have, a kitchen.
- F. Has been declared unfit for habitation by an agency or unit of government.

**Temporarily Absent.** An expectation that an absent household member will return in less than six (6) months.

**Tenant Rent.** Monthly amount the Family must pay to the Authority for occupancy of the Dwelling Unit. Tenant Rent equals the total Tenant Payment less the Utility Allowance, if any.

**Total Tenant Payment.** The calculated monthly rent payable by the eligible Family for occupancy of the Dwelling Unit before Utility Allowance, if any.

**Unauthorized Non-Family Resident.** Occupancy of a Unit who is not a member of the Family, as specified in the Lease, and whose presence in the Unit has not been authorized by the Authority.

**Unit.** The residence (apartment, house, etc.) owned and/or managed by the Housing Authority and rented to an Eligible Family. The size of the Unit is determined by the number of bedrooms.

**Utility Allowance.** An estimate of the monthly cost of utilities (excluding telephone and cable) which are paid by the Tenant. This calculation is made by the Authority, and should represent an average consumption by an energy-conservative household of modest circumstances which is needed to maintain a safe, sanitary and healthful living environment.

**Utility Deposit.** An amount paid by a Family to a public utility to secure service to the Dwelling Unit.

**Utility Reimbursement.** The amount, if any, by which the Utility Allowance exceeds the Total Tenant Payment.

**Very Low-Income Family.** A Family whose Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.

**Veteran.** A person who has served in active Military or Naval Service of the United States at any time and who shall have been discharged therefrom under conditions other than dishonorable.

**Violent Criminal Activity.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property of another. Preponderance of evidence is all that is required. A person does not have to be found guilty beyond a reasonable doubt. The Housing Authority will take into consideration the length of time since the last evidence of such activity, and the record of rehabilitation efforts on behalf of the family member. Also see...Criminal Activity.

**Visitor.** A person temporarily residing in a Dwelling Unit with a Family for a period of not more than three (3) days during any 365 day period. Persons residing longer than three (3) days, without the prior permission of the Authority, shall be determined to be **Unauthorized Non-Family Residents**. The repeated presence of additional persons in the Unit and/or their use of the Unit for purposes such as receiving mail or storing possessions may be cause for the Family's Lease Agreement to be terminated.

**Welfare Assistance.** Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: a. qualify as assistance under the TANF program definition at 45CFR260.31 and b. are not otherwise excluded. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities plus b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

**Working Family Preference.** The BHA has a preference for working families. An applicant must be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older or is a person with disabilities.



*This page intentionally left blank*

**APPENDIX B—INCOME LIMITS**

FY 2022 Income Limits Summary  
Effective January 1, 2023

Median Family Income for Bloomington-Normal, Illinois MSA: \$108,500

	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low-Income	\$21,900	\$ 25,000	\$28,150	\$31,250	\$33,750	\$37,190	\$41,910	\$ 46,630
Very Low-Income	\$36,500	\$41,700	\$46,900	\$52,100	\$56,300	\$60,450	\$64,650	\$ 68,00
Low-Income	\$58,350	\$66,700	\$75,050	\$83,350	\$90,050	\$96,700	\$103,400	\$ 110,050

Definitions of income categories:

Extremely low-income: 30% of area median income

Very low-income: 50% of area median income

Low income: The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

The information about current income limits can be found at:

<https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>

*This page intentionally left blank*

**HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, ILLINOIS**

**DWELLING LEASE**

**I. MEMBERS OF HOUSEHOLD WHO WILL RESIDE IN UNIT:**

1.	5.	9.
2.	6.	10.
3.	7.	11.
4.	8.	12.

Account Number 51- Apartment Size bedroom

THE HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, ILLINOIS (herein called "BHA" ) based on the statements and representations, all of which are true, set forth in the signed "Application for Admission by Prospective Tenant," and/or "Application for Continued Occupancy by Tenant"; does lease to the above named Tenant(s) an apartment located at \_\_\_\_\_ under the terms and conditions set forth below:

**II. LEASE AND RENT:**

A. Initial Period: A minimum period of one (1) month's rental is payable by money order in advance prior to the first day of occupancy. The lease shall beg[ ] , and end at midnight on the last day of a 12-month period. The

rental for the initial period is [ ] .

B. Automatic Renewal of Lease and Monthly Rent. This lease shall be for a 12-month period at the rental amount of [ ] per month, or at such rental as may be established in accordance with Section VI of this lease.

BHA will automatically renew the lease unless the family has violated the requirement for the resident performance of community service or participation in an economic self-sufficiency program in accordance with part 960, subpart F of 966.4

C. Payment. **Rent is due and payable in advance on the first day of each month** and shall be considered delinquent after the sixth calendar day of the month. Rent is set at the greater of: 30% of adjusted monthly income, 10% of monthly income or a minimum rent of \$50, less the established utility allowance, or the established flat rent, unless other Department of Housing and Urban Development ("HUD") regulations must be followed, and shall include maintenance due to normal wear and tear. Rent and other charges will be paid at the location designated by the BHA. **Any rent not paid by the 6<sup>th</sup> day of the month shall be considered delinquent and will result in a late charge of \$25.00.** The late charge shall become due and collectible on the first day of the next month. Payment will be accepted only for the full amount due.

D. Failure to pay rent and other charges on time is a lease violation and grounds for termination of tenancy.

**III. PAYMENTS DUE UNDER THE LEASE**

- A. Tenant shall pay reasonable charges for all court costs, attorney fees, and all other fees incurred in enforcing the agreements of this lease. Tenant shall also pay all costs incurred in attempts to collect rent and/or other amounts due, or in recovering possession of the said premises unless Tenant prevails in such legal action.
- B. Tenant shall pay reasonable cost of maintenance and repairs for damages to the leased dwelling, project building, project facilities or other project areas beyond normal wear and tear and fines assessed by BHA. The basis for the determination of such charges is the schedule of charges for repair and list of fines posted in the management office, and documents signed by tenant. Costs will be paid by Tenant if damage is caused by Tenant, a member of the household or a guest, or by any other persons either by negligence or on purpose. If Tenant follows procedures requested by BHA including, but not limited to, filing a police report some charges may be waived. Charges assessed by BHA under this section will be due and collectible no sooner than two weeks after BHA gives written notice of the charges.
- C. In addition to rent due and any applicable late fee, Tenant shall pay fee listed on posted Schedule of Charges for any returned check and charges for insufficient fund payments. Those fees must be paid by money order or cashier's check within five (5) days after the resident receives the returned check notice.
- D. All payments on account will be applied to charges other than rent first, and then applied toward rent owed.
- E. If Tenant pays cable television bill along with rent and the cable bill is overdue for more than 35 days, the cable will be disconnected.
- F. Any renewed tenancy with BHA shall be contingent upon first paying all amounts due and owing BHA.

- G. Acceptance of a rental payment by BHA from Tenant after acquiring knowledge of grounds to evict Tenant shall not constitute a waiver of BHA's right to evict Tenant unless, at the time the payment is accepted, BHA states in writing that it intends to waive its right to evict Tenant on those grounds.

**IV. SECURITY DEPOSIT:**

- A. Tenant agrees to pay a minimum security deposit between \$100 and \$350 based on size of unit.
- B. The security deposit will be returned to Tenant within 30 days after the required thirty-day notice is up or the unit is vacated (whichever is later), provided:
1. all rents and other charges are paid, including though the 30 days of the notice;
  2. the dwelling and its equipment are left clean and all personal belongings and trash are removed from the apartment ;
  3. there is no damage to the dwelling or its equipment beyond that due to normal wear and use;
  4. the keys to the dwelling are returned to the management office upon vacating;
  5. Tenant has given proper 30-day advance written notice to vacate and all rent due is paid during that time (see Section XIII); and a forwarding address is provided.
- C. The security deposit refund will be made after the end of the 30-day notice and after Tenant has vacated and the dwelling has been inspected by the BHA.
- D. The deposit may not be used to pay rent and other charges while Tenant is in occupancy, including during the final month of occupancy.
- E. In accordance with Illinois statute, 765-ILCS 715/3, no interest shall be paid on the refund of security deposit.

**V. UTILITIES and APPLIANCES:**

- A. The BHA agrees to furnish gas and water to the Tenant.
- B. Tenant agrees to pay, upon being billed, directly to utility provider, for all electricity for the unit, from the date the lease is signed through the last day of a 30-day notice to vacate or until keys to the apartment are returned, whichever is later.
- C. Tenant shall be charged if Tenant failure to keep electrical service to the unit results in any damages or cleaning expenses to the unit and/or its equipment.
- D. Tenant shall notify BHA and request help from BHA Resident Services if without electrical service.
- E. Failure by Tenant to keep utilities paid and in service is a violation of the lease and reason for eviction.
- F. BHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control.
- G. All appliances in the unit at the time of the initial and subsequent inspections are included in the lease without any additional charge.

**VI. RE-DETERMINATION OF ELIGIBILITY, RENT, UNIT SIZE AND ANNUAL REEXAMINATION:**

- A. Once each year as requested by BHA, Tenant agrees to furnish accurate information to BHA by the date requested as to family income, composition, and employment; this information is to be used by BHA to determine rent and the correct apartment size. If rent is set at flat rent, Tenant agrees to furnish the information once every three years. See Admission and Occupancy Policy ("ACOP") for exceptions to minimum rent.
- B. Annual Re-examinations will be in accordance with HUD regulations and the ACOP, which are available and posted in the management office.
- C. Rent as established in section II above, or as adjusted according to Section VI, will remain in effect for the period between regular rent re-determinations, unless during such periods:
1. Tenant can verify a change in his/her circumstances that would justify a reduction in rent. That could include a hardship for which minimum rent could not be paid. If a reduction in rent is granted, Tenant must report *subsequent changes* in income within *ten (10) days* which could result in an increase in rent effective the month after said change.
  2. There is a loss or addition of family head /or any income recipient. Tenant shall notify BHA in writing whenever any member of the household no longer resides in unit. It must be reported to the BHA within (10) days of its occurrence *and verified by the end of the month*.
  3. It is found that the Tenant has misrepresented to the BHA the facts upon which his/her rent is based, so that the rent he or she is paying is less than he or she should have been charged. If this is found then the increase to the rent will be retroactive.
  4. Rent formulas are changed by Federal Law or regulation.
  5. Utility allowances are changed.
  6. There is a change in a source of income. That change must be reported within 10 days of its *occurrence and verified by the end of the month*. Such change may result in a rent increase.
  7. Tenant has Total Tenant Payment of \$100 or less. In that case, any income changes must be reported to the BHA within ten (10) days of its occurrence and rent will be revised accordingly.
- D. In the event of any rent review, BHA will mail or deliver a notice of rent adjustment to Tenant in accordance with Section XII and Tenant shall have the right to request a hearing under BHA's grievance procedure except for changes due to federal regulation revisions or adjustments to the Utility Allowance.

- E. Decreases in rent will take effect the first month following the verified report of change and will be retroactively reduced only if the reason for not verifying a change sooner is due to circumstances beyond the control of the tenant.
- F. Tenant agrees that if BHA determines that the size of the unit is no longer appropriate to Tenant's needs, or does not conform to Occupancy Standards of BHA, BHA may require the tenant to transfer to an appropriate size unit when such unit is available. BHA may move a Tenant into another unit if it is determined necessary for modernization, emergency conditions endangering the Tenant household, or to provide proper facilities for the family's care and well-being or for handicapped or disabled persons, giving a reasonable amount of notice to Tenant. BHA shall notify Tenant that he/she ask for an explanation stating the specific grounds of BHA's determination and that if Tenant does not agree with the determination, Tenant shall have a right to request a hearing according to the BHA grievance procedure.
- G. False statements at the time of application or at any time during tenancy about Tenant's income, assets, employment, and family composition shall be considered a violation of the lease and cause for its termination. Such cases of suspected fraud may be reported by BHA to the Office of the Inspector General. If HUD contacts Tenant about federal tax return information, it is the responsibility of Tenant to contact BHA to report the income and the contact and to cooperate with HUD.
- H. Tenant wait for written approval before allowing additional persons to move into the Dwelling Unit. Additions to the Tenant's household named on page one of the Lease, including Live-in Attendants, foster children, and children in kinship care, or any other individual, require written approval of BHA. The addition to the household of the birth, adoption, or court awarded custody of a child must be reported with 10 days. Tenant must request BHA approval of any potential household members age 18 and older. They must meet applicant screening criteria, and the dwelling unit must be the appropriate size in order for the request to be approved.
- I. If Tenant does not complete requirements for rent re-evaluation within thirty (30) days after date of the scheduled appointment (including, but not limited to appearance at office for appointment and verification of income), the lease will be terminated.

**VII. TENANT'S RIGHT TO USE AND OCCUPANCY**

- A. Tenant has the right to exclusive use and occupancy of the leased unit by members of the household authorized to live in the unit.
- B. With prior consent of BHA, members of the household may engage in legal profit making activities inside the dwelling unit if BHA determines such activities are incidental to the use of the apartment as a residence for members of the household. Incidental profit-making activities must comply with applicable licensing, zoning, health and sanitary codes. Retail and other business activities that overburden the Dwelling Unit, building structure, and utilities are prohibited.
- C. With prior consent of BHA, a foster child or live-in aide may reside in the unit.
- D. BHA shall not be liable for any injuries, or property damage sustained on any premises leased or assigned to Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of BHA, representatives, or agents. All accidents involving injury or property damage are to be reported to the BHA in writing within 14 days of the incident.

**VIII. AGREEMENTS OF BHA AND SERVICES TO BE RENDERED:** BHA agrees to:

- A. Maintain the dwelling unit and project in decent, safe, and sanitary condition.
- B. Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
- C. Be responsible for the necessary repair of the unit within a reasonable time provided that if the damage was done by Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to Tenant.
- D. keep project buildings, facilities and common areas not otherwise assigned to Tenant for maintenance and upkeep in a clean and safe condition.
- E. Provide extermination service.
- F. Provide garbage collection service at least once a week, except in the Hi-Rise BHA will provide trash chutes for disposal of trash at reasonable hours.
- G. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by BHA.
- H. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection
- I. Not interfere directly or indirectly with the rights of Tenant to free speech, to organize or to seek redress or grievances.
- J. Notify Tenant of specific grounds for any proposed adverse action.
- K. Notify Tenant that Tenant may ask for an explanation of grounds for a transfer or any other adverse action.
- L. offer standard alternative accommodation if available when necessary repairs cannot be made within a reasonable time.

- M. Make provision for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in a reasonable time when they are hazardous to life, health, or safety of the occupants, except that no abatement of rent shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant, Tenant's household or guests.
- N. Ban, and authorize the police to arrest any person who commits any non-traffic criminal offense while on BHA property; commits a felony anywhere but is arrested on BHA property for that felony offense; or fails to produce a resident identification card and is not visiting with their permission a current resident of public housing.
- IX. **AGREEMENTS OF TENANT UPON OCCUPANCY OF THE DWELLING UNIT:** Tenant agrees to and assures that all members of his/her household, guests and other persons under Tenant's control shall:
- A. comply with all of rules, regulations, terms and conditions and policies set forth in the Resident Handbook, ACOP, Ban Policy, oxygen fire safety policy, and HUD regulation; and abide by other necessary and reasonable policies, rules and regulations established by BHA and posted in the management office. All of above are incorporated by reference in the lease and are for the benefit and well-being of the community and residents. Any violation of the rules, regulations, and policies also constitutes a material violation of this lease and can be grounds for termination of the lease. If the terms of the lease and other rules, regulations, and policies conflict, the terms of this lease and federal regulation shall prevail.
- B. not commit fraud in connection with any federal housing assistance program and not receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of the lease for longer than a 14-day transition period.
- C. not assign this lease, nor sublet or transfer possession of the premises; live in the unit as the primary residence.
- D. not give accommodation to boarders or lodgers and not allow guests or visitors for a period longer than *three (3) consecutive days or 15 days* out of any 365 consecutive days. *Written permission* from BHA must be given for any longer period. *A guest is someone present in the Tenant's dwelling unit with the consent of the Tenant or any household member or someone who uses the leaseholder's address for mail or any other purpose, or someone who puts utilities in their name.*
- E. use or permit the use of the dwelling unit as a private dwelling unit solely for the Tenant and those listed on this lease, except as in Section VII.
- F. ensure that residents between the ages of six and sixteen years of age living in the household attend school.
- G. comply with all obligations imposed upon Tenant by provisions of building and housing codes affecting health and safety.
- H. keep the dwelling and equipment in a clean, orderly, and sanitary condition; keep entire apartment free of clutter; dust and clean regularly, particularly kitchen and bath; remove any visible moisture accumulation in unit, including on walls, windows, floors, ceilings and bathroom fixtures; and mop up spills and dry affected area as soon as possible after it becomes wet.
- I. take any and all reasonable precautions to prevent fires and not permit combustible material to be kept on the premises; not use any grill or open fire on balconies; and pay any costs attributed to damage caused by negligence, disconnected smoke detectors or fires caused by any household member or guest.
- J. keep any and all smoke detectors in working order i.e. do not disconnect or cover, and report to BHA any malfunction immediately.
- K. cooperate and assist BHA in the elimination of infestation of roaches and other pests. Failure to cooperate with BHA in the preparation of the unit for pest control treatment may be cause for Tenant to be charged, according to charges posted in the office, or for the lease to be terminated.
- L. immediately notify BHA of any known damages or defects to the unit, common area or grounds of the property; any threat to the life, health or safety of the occupants of the development; and any known unsafe or unsanitary conditions. These conditions include water leaks, excessive moisture, standing water, mold growth that persists after trying to remove with cleaning solutions such as Lysol, Pine-Sol, or bleach and water. Failure to report the need for repairs to the unit in a timely manner shall be considered to have contributed to any further damage that occurs and Tenant will be charged accordingly.
- M. not prop open any fire and entry doors. Tampering with a fire door is a material breach of this lease.
- N. assist BHA to conserve energy; only use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities, including elevators in a reasonable manner.
- O. pay electric bill in full monthly. Failure to keep utilities paid and in service is grounds for termination of the lease. Electricity cannot be obtained by use of extension cords from sources of electricity outside Tenant's unit. Tenant shall not to allow other Tenants to use electricity in this manner.
- P. dispose of garbage, refuse and all waste material in a safe and sanitary manner by placing it in closed containers provided by Tenant. Tenant will place such containers at specified collection points as directed by BHA. Tenants living in AMPS 1, 2, and 3-family must keep trash outside behind the apartment in a trash can. Tenant must keep two (2) trash cans outside if Tenant lives in unit larger than one (1) bedroom. For Wood Hill Towers all garbage must be bagged and put in designated trash chutes. If garbage is not disposed of properly and BHA staff must do so, Tenant will be charged according to charges posted in BHA office.
- Q. assist in maintenance of the property by regularly performing the following duties on the grounds adjacent to his/her dwelling:
- a. keep the walk, steps, porches free of dirt, ice, snow.

- b. regularly remove all litter and refuse.
- c. regularly wash garbage containers and keep the surrounding area in an orderly, clean and sanitary condition.
- d. protect trees, shrub and grass from damage by children or adults.
- R. pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to the project buildings, facilities, or common areas) caused by the Tenant, member of the household or guest.
- S. make no repairs or alterations to the apartment. Use no nails, tacks, screws, brackets, or fasteners on any part of the unit except for approved picture hangers, without authorization by the BHA.
- T. not change or install new or additional locks on any door of the apartment. If Tenant changes a lock, Tenant is responsible for all damage caused as a result. BHA will remove any unauthorized new or additional lock.
- U. not place decals on appliances and cabinets supplied by BHA, nor place any material such as contact paper, paneling or fabric of any kind on the shelves, walls or ceiling.
- V. not install any items such as air conditioners, waterbeds, ceiling fans, TV aerials, satellite dishes, or wallpaper borders, without written consent of BHA.
- W. not display signs in unit windows on the premises or erect any fences or barriers in or about the premises. Not keep mops, rags, shovels, furniture, etc., in yards or on the outside walls or porches. Not put wading pools or playground equipment outside the unit. Any such items left outside are subject to removal by BHA without notice.
- X. not erect radio or television antennas on or from any part of the dwelling unit. Permission must be granted for installation of satellite dishes, which shall become the property of BHA. Any cable wires installed must be installed safely and in accordance with design standards approved by BHA.
- Y. not drive or park any motorized vehicles upon lawns or sidewalks of the development site nor repair vehicles on the development site. Violating these provisions may result in fines.
- Z. keep in BHA parking lots no more than one (1) car for each licensed driver in the household; remove from BHA property any vehicles without valid registration and BHA vehicle decals; not park any vehicles in any right-of-way or fire lane, or handicapped spaces unless Tenant has a valid handicapped parking permit. Any inoperable, unlicensed or improperly parked vehicle will be reported to police.
- AA. obtain and display a BHA vehicle decal for any and all vehicles owned or operated by Tenant and other household members with a driver's license.
- BB. not allow on the premises or keep animals except animals approved as a reasonable accommodation, pets approved per policies established in the ACOP, or birds (up to three) kept in a cage, or fish kept in an aquarium (up to 30 gallons).
- CC. transfer to an appropriate size unit as required by BHA; transfer to a non-handicap accessible unit if living in an accessible apartment without need for those accessibility features when another person/family needs that unit.
- DD. refrain from, and cause household members (including children) and guests to refrain from destruction, defacement, damage to or removal of any part of the premises or project and to use properly and maintain appliances in the apartment, and to pay for any repairs.
- EE. act and cause household members (including children) and guests to act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and be conducive to maintaining the project in a decent, safe, and sanitary condition; not conduct illegal or any other activity that impairs the physical or social environment of the project; only leave the apartment when fully clothed in appropriate apparel.
- FF. act in a cooperative manner with and refrain from verbally or physically abusing or harassing neighbors, BHA staff, police, other agency or governmental employees and contractors employed by the BHA.
- GG. assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents, BHA staff, other agency employees or contractors; not consume any alcoholic beverages on any public way or place, including sidewalks, parking lots, playgrounds, hallways, door-stoop areas, porches nor patios.
- II. not engage in any activity that threatens the health, safety, or right to peaceful enjoyment of BHA premises by other residents, BHA employees, or any other person. Not commit a felony, nor flee to avoid prosecution, custody, or confinement after conviction for a crime that is a felony under the laws of Illinois.
- JJ. Not engage in any drug related criminal behavior on or off BHA property. Drug related activity means the illegal manufacture, sale, distribution, use, possession, or possession of drugs with the intent to manufacture, sell, distribute, or use, a controlled substance or marijuana (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802) or drug paraphernalia.
- KK. not do any of the following: have an unregistered gun, carry intentionally and unlawfully about his/her person a weapon, carry a loaded weapon outside the apartment, display a weapon in connection with a verbal or nonverbal threat of bodily harm without legal justification; shoot, fire, explode, throw, or otherwise discharge a weapon; Inflict any injury upon another person through the intentional use of a weapon without legal justification; Inflict any injury upon another person through reckless, careless, or negligent use of a weapon; Damage any property through reckless, careless, or negligent use of a weapon. The only exception to this is for a police officer who lives in public housing or is the invited guest of a resident. Residents who have been issued a concealed carry firearm permit are permitted to carry their licensed firearms when passing to and from their apartment but are otherwise prohibited from having firearms in BHA common areas, offices or anywhere else on BHA property.



- LL. not commit and assure that any family members or guests do not commit any acts which would subject them to a registration requirement under a State sex offender registration program.
- MM. obtain a BHA photo identification card upon leasing an apartment and at the time of future transfers. Tenant shall carry the BHA identification card at all times while on public housing property and require all family members aged 13 and older to do the same. Tenant and all family members aged 13 and older must present the identification card when requested by BHA employees or designees or any law enforcement or security officer.
- NN. not have as a guest any person banned from BHA property.
- OO. not obstruct sidewalks, areaways, passages, elevators, or stairs; not use these for purposes other than going in and out of the unit.
- PP. remove all personal property from apartment when resident leaves, abandons, or surrenders the dwelling unit. Property left for more than 5 days shall be considered abandoned and will be disposed of by BHA. Costs for storage and disposal shall be assessed against the former Tenant.
- days. QQ. give prompt prior notice to BHA of Tenant's leaving the dwelling unit unoccupied for any period exceeding 14 days.
- RR. comply with community service requirement provisions for all non-exempt household members, or lease will not be renewed and tenancy will be terminated.
- SS. comply with the Smoke-Free Housing Policy that prohibits smoking in all living units and interior areas of all public housing buildings and within 25 feet from public housing buildings or playgrounds.
- X. INSPECTION AND RIGHTS OF ENTRY:**
- A. Prior to Tenant moving in, BHA, the Tenant or Tenant's representative shall inspect the dwelling unit and BHA shall give the Tenant a written statement of the condition of the dwelling unit and the equipment in it. Tenant and BHA will sign the statement and a copy will be kept in the Tenant file. BHA may photograph or videotape the apartment during any entry to unit if resident has prior notification of entry.
- B. If Tenant accepts an apartment in "as is" condition, Tenant must clean the apartment to the same standards as apartments prepared by the maintenance staff. At the time of any subsequent inspections of the unit, it will be assumed that the Tenant prepared the unit to BHA standards at the time Tenant moved in.
- C. Tenant agrees to permit BHA or its agents or employees to enter the dwelling during reasonable hours, upon reasonable advance notification, for the purpose of making improvements, inspections, repairs, pest control, or for showing the dwelling for releasing. A written statement specifying the purpose of the entry by BHA delivered to the dwelling unit at least 48 hours before such entry shall be considered reasonable advance notification. If Tenant requests, entry can be done without two day notice. Tenant's request for maintenance shall constitute permission to enter.
- D. Annual inspections to assess Tenant's overall care and the condition of the unit, equipment, and housekeeping practices of the unit and any areas assigned to the resident for upkeep will be conducted for all dwelling units by BHA. HUD or their contractor may also inspect annually. BHA will give the resident a written statement regarding unit conditions and shall request work orders when repairs are needed.
- E. BHA may enter the unit at any time without advance notification when there is reasonable cause to believe an emergency exists. Tenant agrees to notify BHA promptly when any repairs to the dwelling or equipment are necessary. Tenant may be charged for necessary repairs even if not reported to BHA.
- F. When Tenant vacates or transfers to another unit, BHA will inspect the dwelling unit and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his/her representative may join in such inspection, unless Tenant vacates without notice to BHA.
- G. If Tenant and all adult household members are absent from the apartment at the time of entry, BHA shall leave in the unit a written statement specifying the date, time and purpose of entry prior to leaving the unit.
- XI. POSTING OF POLICIES, RULES AND REGULATIONS:**
- The rules and regulations of occupancy, including the ACOP, Resident Handbook, the Grievance Procedure, Schedule of charges for repairs, and applicable federal regulation, shall constitute a part of this lease, and the provisions therein are as binding as if specifically included herein as conditions of the lease, and shall be publicly posted in a conspicuous manner in the BHA office and shall not affect the validity of the remaining portions thereof. This lease, together with any future adjustments of rent or dwelling unit, evidences the entire agreement between BHA and Tenant.
- XII. LEGAL NOTICE:**
- Any notice required hereunder will be sufficient if delivered in writing to Tenant personally, or to an adult member of his/her family residing in the dwelling unit, or if sent by first class mail properly addressed to Tenant. Any notice to BHA must be in writing, and delivered to the management office of BHA, or sent to BHA by first class mail, properly addressed, postage prepaid. If Tenant notifies BHA of visual impairment, notices will be in an accessible format.
- XIII. TERMINATION OF THE LEASE:**
- A. BHA shall not terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease. These include, but are not limited to, failure to make payments due under the lease, repeated failure to pay rent on or before first day of the month, failure of family member to complete required community service (when authorized by HUD), failure to fulfill household obligations, discovery after admission of facts that made the

tenant ineligible, discovery of material false statements or fraud by tenant in connection with an application or reexamination including false information concerning illegal drug use or alcohol abuse or rehabilitation, failure to accept BHA's offer of a lease revision to the existing lease, or to fulfill Tenant obligations set forth herein, or for other good cause.

The BHA must terminate the lease if Tenant has been convicted for manufacture or production of methamphetamine on the premises of federally assisted housing.

- B. Any of the following examples of activity by Tenant, any member of the household, guest, or other person under the Tenant's control, is grounds for termination of tenancy. BHA may evict Tenant by judicial action for criminal activity if it is determined that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for criminal conviction.
1. Activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents, BHA staff or contractors, other agency or governmental employees.
  2. Drug-related activity (on or off the premises), or pattern of illegal drug use.
  3. Abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises of other residents, BHA staff, or other agency or government employees.
  4. Conviction of a felony, being a fugitive felon, or violating parole or probation.
  5. BHA must notify the household of the proposed adverse action to be based on criminal records and provide a copy of the record before any hearing.
- C. The lease may be terminated at any time by BHA by the giving written notice as follows:
1. Not less than thirty (30) days in case of failure to pay rent.
  2. Five (5) days in the case of creation or maintenance of a threat to the health or safety or right to peaceful enjoyment of the premises by other residents, guests, visitors, or BHA employees. This includes any drug-related activity on or off such premises.
  3. Thirty (30) days in all other cases.
- D. Emergency housing eviction proceedings as allowed by Chapter 735, Section 9-118 of the Illinois Code of Civil Procedure will be utilized when there is direct evidence that a Tenant or household member violated any one of items listed in the Act including, but not limited to, unlawfully possessed, manufactured, delivered, cannabis, narcotics, or controlled substances, used sold or delivered a firearm that is prohibited by State law, murder, arson, or sexual assault.
- E. The lease shall be considered terminated if the Tenant abandons the unit. If BHA determines that an abandonment has occurred, it may retake possession of the premises and dispose of all Tenant's property whenever the rent due on the premises exceeds the apparent value of the property. A unit shall be considered abandoned if (1) the unit appears uninhabited and Tenant has not paid rent or owes no rent for the period in which the unit was uninhabited; or (2) all Tenant's property of apparent value has been removed AND one of the following has occurred: (a) a period of thirty (30) days has elapsed from the time the removal of the Tenant's property was first noticed; or (b) Tenant has expressed an intent to move or other circumstances make it unlikely that the Tenant will return; or (c) the BHA has filed a forcible entry and detainer suit.
- F. This lease may be terminated by Tenant at any time by giving thirty (30) days advance written notice in the manner specified in Section XII. All rent is due and must be paid during those thirty days. Forms are available in the management office to be completed by Tenant.
- G. The notice of the termination to Tenant shall state reasons for termination and if it is for criminal activity or for drug-related criminal activity. The notice shall inform Tenant of his/her right to make such reply as he or she may wish and of the right to examine directly relevant documents before a court trial and be allowed to copy documents at Tenant's expense. If applicable, BHA shall also inform Tenant of his/her right to request a hearing in accordance with BHA's grievance procedure.
- H. Tenant is entitled to a grievance hearing in the termination unless the termination of tenancy or eviction involves: (1) any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of BHA, (2) any drug-related criminal activity on or off the property of BHA.
- I. The BHA may evict a Tenant only by bringing court action.
- J. Any notice to quit required by state law shall run concurrently with notice of lease termination under this section.
- K. When evicting for criminal activity BHA shall have the discretion to consider all circumstances of the case including how serious, the extent of participation by family members, the effect eviction will have on members not involved and may permit occupancy by remaining family members. BHA may require a member who has engaged in illegal use of drugs to present evidence of successful completion of a treatment program as a condition of being allowed to live in the unit.
- L. BHA shall notify the local post office that an individual or family member who has been evicted for criminal activity is no longer residing in the unit.

#### XIV. GRIEVANCE PROCEDURE:

All disputes concerning the obligation of Tenant or BHA shall (except in cases where state allows for due process) be resolved in accordance with BHA grievance procedures. Grievance procedures are posted in the management office and are incorporated by reference in this document.

**XV. MODIFICATIONS:**

Modification of the lease will be accomplished by a rider executed by both parties. Amendments to this lease that change the monthly rent are a part of this agreement. BHA may amend its schedule of charges, its schedule of Utility Allowances, as well as its rules and regulations set forth in the ACOP (included in this lease by reference) by giving the resident not less than thirty (30) days notice to comment. These notices will be posted at the management office.

**XVI. ACCOMMODATIONS OF PERSONS WITH DISABILITIES:**

For all aspects of the lease and grievance procedures a person with a disability shall be provided with reasonable accommodation to the extent necessary to use and occupy the unit equal to a person without disabilities. This section provides notice to each Tenant that he or she may at any time, while a Tenant, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

**XVII. STATEMENT OF NON-DISCRIMINATION**

BHA will implement this lease in a manner consistent with the explicit and implicit requirements of all applicable federal, state, and local laws to ensure that all applicants and residents are not subject to discrimination because of race, color, creed, religion, sex, national origin, age, disability, familial status or sexual orientation. All tenants, regardless of sex, gender identity, or sexual orientation, are provided certain protections under the Violence Against Women Act (VAWA). These protections are spelled out in a Notice of Occupancy Rights under the Violence Against Women Act (form HUD-5380), which is provided to all tenants.

**XVIII. REPRESENTATIONS AND WAIVERS**

- A. This agreement and its incorporated references shall be the only agreement between the parties.
- B. The failure of the BHA to insist upon the strict observance of any of the terms of this agreement, in any one or more instances, shall not be considered a waiver or relinquishment of such terms in any other instance; but the same terms and conditions shall continue to be in full force and effect.

This lease is executed on \_\_\_\_\_  
Date

THE HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, ILLINOIS

BY \_\_\_\_\_ and \_\_\_\_\_  
 (Its Authorized Agent) (Tenant)  
 \_\_\_\_\_  
 (Tenant)

**APPENDIX D—SECURITY DEPOSITS**

Security deposits are required to be paid at the time a Lease Agreement is signed and prior to moving in.

<u>SIZE OF APARTMENT</u>	<u>DEPOSIT</u>
Studio and One-Bedroom	\$100
Two-Bedroom	\$150
Three-Bedroom	\$200
Four-Bedroom	\$250
Five-Bedroom	\$300
Six-Bedroom	\$350

*Exceptions*

*Applicant who was a previous resident and owed over the amount of their deposit to our Housing Authority at the time they moved out, but paid it off before the application was approved, will pay up to the maximum deposit of \$300 for a studio, 1, 2, 3, or 4 bedroom apartment or \$350 for a 5 bedroom apartment. An applicant who was a previous resident and had any other issues, such as poor housekeeping or was destructive to the apartment while a resident, will pay up to the maximum deposit of \$300 for a studio, 1, 2, 3, or 4 bedroom apartment or \$350 for a 5 bedroom apartment.*

<u>PET DEPOSIT (cat or dog only)</u>	<u>AMOUNT</u>
<b>MUST BE PAID BEFORE THE PET COMES TO THE APARTMENT</b>	
Apartments designed for elderly/disabled	\$100
All other apartments where Pets allowed	\$200

GARBAGE CAN FEE (not applicable to Wood Hill Towers or Irvin Apts.)

ONE BEDROOM APARTMENT	\$25 (non-refundable)
ALL OTHER SIZE APARTMENTS	\$50 (non-refundable)

*This page intentionally left blank*

**UTILITY ALLOWANCES EFFECTIVE JANUARY 1, 2023**

**AMP 1**

<b>Sunnyside</b>	
1 BEDROOM	\$33
2 BEDROOM	\$36
3 BEDROOM	\$36
4 BEDROOM	\$39

<b>Holton Homes</b>	
1 BEDROOM	\$37
2 BEDROOM	\$64
3 BEDROOM	\$43 or \$72*
4 BEDROOM	\$85

<b>Evergreen</b>	
1 BEDROOM	\$55
2 BEDROOM	\$68
3 BEDROOM	\$53 or \$82*
4 BEDROOM	\$96

\*depending on water heater

**AMP 2**

<b>John Kane Homes</b>	
1 BEDROOM	\$42
2 BEDROOMS	\$54

<b>Nierstheimer, McGraw, &amp; Irvin Apts.</b>	
1 BEDROOM	\$34

**AMP 3**

<b>Wood Hill Family</b>	
2 BEDROOM	\$50
3 BEDROOM	\$54
4 BEDROOM	\$60
5-6 BEDROOM	\$65

**WOOD HILL TOWERS (AMP 3 / AMP 4)**

<b>WOOD HILL TOWERS</b>	<i>North</i>	<i>South</i>
0 BEDROOM	\$25	\$25
1 BEDROOM	\$34 or \$36*	\$26
Large 1-Bedroom	\$37	

\*depending on unit configuration

## UTILITY ALLOWANCE POLICY

The Housing Authority shall establish allowances for all Tenant-Purchased Utilities. The purpose of the allowances shall be to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. The allowances shall be designed to include such reasonable consumption for major equipment or for utility functions furnished by the BHA for all tenants, for essential equipment whether or not furnished by the BHA and for minor equipment furnished by tenants. A record that documents the basis on which Allowances are established and revised will be kept and will be available for inspection by tenants. The record will be maintained in the management office and can be obtained by contacting the Executive Director. The BHA shall review at least annually the basis on which Utility Allowances have been established.

The BHA shall give notice to all tenants of proposed Allowances. That notice will be given to residents not less than 60 days prior to the proposed effective date of the revision of the allowances. All tenants will have the opportunity to submit written comments during a period expiring not less than 30 days prior to the proposed effective date of the allowance revisions. Such written comments shall be retained by the BHA and shall be available for inspection by tenants and, upon request, by HUD.

Separate allowances shall be established for each category of dwelling units determined by the BHA. That will include, but is not limited to, allowances for different size units. Monthly allowances shall be established at a uniform monthly amount based on an average monthly utility requirement for a year. In establishing allowances the BHA shall take into account relevant factors that affect consumption requirements. Those include equipment provided in the apartment, the climatic location, the size of the dwelling units and number of occupants, the type of construction and condition of the apartments, the energy efficiency of the apartments and equipment, temperature levels intended to be maintained and the temperature of hot water.

Requests for relief from payment of utilities in excess of the scheduled Utility Allowances may be granted by the BHA on such reasonable grounds, such as special needs of elderly, ill or handicapped tenants, or special factors affecting utility usage not within the control of the tenant. The BHA will notify residents of the availability of individual relief and of the methods and procedures for granting such relief. That information will be given to new tenants upon admission. Please see attached notice to residents which details the procedures.

## NOTICE TO ALL RESIDENTS

## UTILITY ALLOWANCE INDIVIDUAL RELIEF

The Housing Authority of the City of Bloomington can make individual exceptions to the Utility Allowance for tenants who meet specific criteria. Utility allowances may be increased from the established amounts for elderly, ill or handicapped tenants who have increased electric consumption due to medically necessary electric usage.

If a tenant feels the household may qualify for this special assistance, it is the responsibility of the tenant to request individual relief in writing to the Assistant Executive Director of the Housing Authority. The resident who applies for individual relief must provide a Doctor's statement describing the special equipment required and that there is a diagnosis which would increase the electric expense.

The residents also must provide a printout or other verification of the monthly electric bill at their address for at least the past 12 months. Individual arrangements will be made for verification of electric expense for new residents.

If the resident provides adequate verification of the need for individual relief and the average utility cost is at least \$25 per year more than the electric allowance for other residents in their type apartment, the increase in utility allowance will be approved at the first of the next month after the approval. If a tenant has other electrical appliances such as a freezer, washer, dryer or other items that would increase the electric costs those expenses will be deleted from any increase in the utility allowance.



*This page intentionally left blank*

APPENDIX F – SCHEDULE OF CHARGES

The following is a schedule of charges a tenant may be assessed for cleaning, repairs, appliances, etc., and other charges. Note that cleaning and repair charges will only be assessed where conditions are BEYOND NORMAL WEAR AND TEAR and caused by a tenant’s abuse or neglect.

<b>DESCRIPTION</b>	<b>Minimum Charge During Work Hours</b>	<b>Minimum Charge After Work Hours</b>
<b>Cleaning Charges:</b>	\$40/hour/person	\$80/hour/person
Drapes, Blinds	\$40/hour/person	
Stove or Refrigerator	\$75 minimum	
Tobacco smoke remediation	\$50 minimum	
Clean-out for Pest Control	\$40 minimum	
Graffiti removal	\$40/hour/person	
Painting and plastering	\$40/hour/person	
Plumbing Repairs	\$40/hour/person	
<b>Miscellaneous Repairs, Replacements, and charges</b>	<b>Price for item – labor extra</b>	
Blinds	\$20 - \$80 depends on location	
Doors, locks, electrical fixtures, toilet, medicine cabinet and mirror, smoke detector, storm door, counter tops, faucets, storm doors, windows, and all other general repairs	\$40/hour plus cost of item replaced	\$80/hour/person
Cabinet doors	\$50 - \$65	
Cabinet drawers	\$75	
Smoke Detectors	\$30-\$125	
Carbon Monoxide detector	\$50	
Carbon Monoxide detector & Smoke detector combination	\$75 - \$125	
Door lock change	\$40 – 50	
Door Handles	\$25 - \$100	
Mail Box	\$20	
Range	\$300 - \$600	
Refrigerator	\$400 - \$600	
Screens	\$20 - \$80	
Toilet seat	\$40 - \$50	
Toilet paper holder	\$15 - \$25	
Towel bar	\$15 - \$25	
Thermostat replacement	\$75 - \$150	
Trash can	\$25	
Windows	\$100 - \$150	
<b>Other Charges</b>		
Disconnect smoke detector, tamper with thermostat or CO detector, or use oven to heat apartment	\$50 (1 <sup>st</sup> time); \$100 (2 <sup>nd</sup> time)	
Extra key	\$ 5 apartment	\$10 building
Lock out charge-Before midnight After midnight and before 7:00 a.m.		\$60 \$100
Late rent charge	\$25	
Service fee for delivery of notices	\$50	
Returned Check	\$25	
Trash clean up or pick up	\$25 per can or bag	
Replacement ID card	\$10 for Wood Hill Towers	\$5 elsewhere

All of the above items are subject to change in cost. The listing is intended to serve as a basis for most items that can be chargeable to the tenant. In accordance with each tenant’s dwelling lease, the tenant will be billed only for the cost of those items that are the result of abuse or negligence by the tenant, family members and/or guests.

This page intentionally left blank

## GRIEVANCE PROCEDURE HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON

### I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievances against the Housing Authority of the City of Bloomington (BHA).

### II. GOVERNING LAW

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

### III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and Housing Authority of the City of Bloomington with the following two exceptions:

A. This grievance procedure is not applicable to disputes between Tenants, those not involving the Housing Authority of the City of Bloomington, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and Housing Authority of the City of Bloomington's Board of Commissioners.

B. HUD has issued a due process determination that the law of the State of Illinois requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Therefore, Housing Authority of the City of Bloomington has elected to determine that this grievance procedure shall not be applicable to a termination of tenancy or eviction that involves:

1. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Housing Authority of the City of Bloomington, or
2. any drug-related criminal activity on or near such premises by resident, member of household, or guest, or
3. any drug-related criminal activity on or off public housing property.

### IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

**Grievance:** Any dispute which a Tenant may have with respect to an action or a failure to act by the Housing Authority of the City of Bloomington in accordance with the individual Tenant's lease of BHA regulations, which adversely affects the individual Tenant's rights, duties, welfare or status.

**CFR:** The code of federal regulations, which contains the federal regulation governing this grievance procedure.

**Complainant:** Any Tenant (as defined in this section below) whose grievance is presented to the management office of the Housing Authority of the City of Bloomington, in accordance with the requirements set forth in this procedure.

**Drug-related criminal activity:** The illegal manufacture, sale, distribution, use, possession, or possession with intent manufacture, sale, distribute, or use of a controlled substance as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.

**BHA or “Authority”:** The Housing Authority of the City of Bloomington, a body corporate organized and existing under the laws of the State of Illinois.

**Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:

1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
2. Right of the Tenant to be represented by counsel;
3. Opportunity for the Tenant to refute the evidence presented by Housing Authority of the City of Bloomington, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
4. A decision on the merits.

**Hearing Officer:** An impartial person selected in accordance with 24 CFR sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

**HUD:** The United States Department of Housing and Urban Development.

**Notice:** As used herein, the term noticed shall, unless otherwise specifically provided, mean written notice.

**The Regulations:** The HUD regulations contained in subpart B of 24 CFR part 966.

**Resident organization:** An organization of residents, which includes any resident council or resident management corporation.

**Tenant:** The adult person (or persons) other than a live-in aid:

Who resides in the unit and who executed the lease with the Housing Authority of the City of Bloomington as lessee of the dwelling unit, or, if no such person resides in the unit,

The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

**Business Days:** Monday through Friday of each week, except for legal holidays observed by the BHA.

## V. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all leases between Tenants and the BHA, whether or not so specifically provided in such leases.

## VI. INFORMAL SETTLEMENT OF GRIEVANCES

- A. **Initial Presentation.** Any grievance must be personally presented, either orally or in writing, to BHA’s main office *within ten (10) days* after the occurrence of the event giving rise to the grievance.
- B. **Informal Settlement Conference.** If the grievance is not determined by the BHA to fall within one of the two exclusions mention in section III B 1. and III B 2. above, then the BHA will, within fourteen (14) days after the initial presentation of the grievance,

informally discuss the grievance with the complainant and his representatives, if any, in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant will be notified in writing of the time and place for the informal settlement conference.

- C. **Written Summary.** Within five (5) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by the BHA and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in complainant's tenant file.

## VII. FORMAL GRIEVANCE HEARING

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

**A. Request for hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to BHA's main office no later than five (5) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above. Complainant's written request for a formal hearing must specify:

1. The reasons for the grievance; and
2. The action or relief sought by the complainant; and
3. If the complainant so desires, a statement setting forth the times at which the complainant will be available for a hearing during the next ten business days.

**B. Failure to Request Hearing.** If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, BHA's decision rendered at the informal hearing becomes final and BHA is not thereafter obligated to offer the complainant a formal hearing.

## VIII. SELECTION OF HEARING OFFICER

A grievance hearing will be conducted by a single impartial person appointed by the PHA as described below:

- A. The hearing officer will be appointed directly by the executive director.
- B. The hearing officer will be a staff member who did not make or approve the decision under review and who is not a subordinate of such persons. If the designated staff member (such as the program manager) was involved in the decision or is a subordinate of such person, an alternate hearing officer will be selected.
- C. The PHA may select designated staff members who were not involved in the decision under review in certain circumstances, such as those involving discrimination claims or denials of requests for reasonable accommodations.
- D. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent that such a person is not fully capable of impartiality. Persons who are designated to serve as hearing officers must disqualify themselves from hearing grievances that involve

personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

## IX. SCHEDULING OF HEARINGS

- A. Hearing prerequisites:** A complainant does not have a right to a grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing:
1. The complainant has requested a hearing in writing.
  2. The complainant has completed the informal settlement conference procedure.
  3. If the matter involves the **amount of rent** which BHA claims is due under the complainant's lease, the complainant must pay an **escrow deposit** to the BHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. The BHA must waive the requirement for an escrow deposit where required by Section 5.630(financial hardship exemption from minimum rent requirements) or Section 5.615 (effect of welfare benefits reduction in calculation of family income) due to financial hardship in cases of minimum rent requirements or in cases concerning reduction in welfare benefits related to work requirements.
  4. Failure to request a hearing or failure to make the escrow deposit does not constitute a waiver by the complainant to contest the BHA's action judicially.
- B. Time, Place, Notice.**
1. Upon Complainant's compliance with the prerequisites to hearing set forth above, a hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and the BHA, not later than the tenth (10th) business day after the Complainant has completed such compliance
  2. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate BHA official, who, unless otherwise designated, shall be the Executive Director.

## X. PROCEDURES GOVERNING HEARINGS

### A. Fair Hearings.

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

1. The opportunity to examine before the hearing any BHA documents, including records and regulations that are directly relevant to the hearing. The complainant will be allowed to copy any such documents at the Complainants

expense. If the BHA does not make the document available for examination upon request by the complainant, the BHA may not rely on such documents at the grievance hearing.

2. The right to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
3. The right to a private hearing unless complainant requests otherwise.
4. The right to present evidence and arguments in support of the tenant's complaint, to controvert the BHA's evidence, and to confront and cross-examine all witnesses upon whose testimony or information the Housing Authority of the City of Bloomington relies.
5. The right to have a decision based solely on the facts presented at the hearing.

**B. Failure to appear.**

1. If the complainant or the BHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the complainant and BHA of the determination.
2. The failure to attend a grievance hearing shall not constitute a waiver of any right for which the complainant may have to contest BHA's disposition of the grievance in an appropriate judicial proceeding.

**C. Required Showing of Entitlement to Relief.**

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

**D. Informality of Hearing.**

The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

**E. Orderly Conduct Required.**

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

**F. Transcript of the Hearing**

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



**G. Accommodation to Handicapped Persons.**

Housing Authority of the City of Bloomington must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

**H. Limited English Proficiency**

The Housing Authority must comply with HUD's Limited English Proficiency Final Rule in providing language services throughout the grievance process (24 CFR 966.56(g)).

**XI. DECISION OF THE HEARING OFFICER**

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

**A. Written Decision**

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

1. A copy of the decision shall be sent to the complainant and to the Housing Authority of the City of Bloomington. The Housing Authority of the City of Bloomington shall retain a copy of the decision in the complainant's tenant folder.
2. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Housing Authority of the City of Bloomington and made available for inspection by any prospective complainant, his representative, or hearing officer.

**B. Binding Effect.**

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

1. the grievance does not concern Housing Authority of the City of Bloomington action or failure to act in accordance or involving the complainant's lease, or Housing Authority of the City of Bloomington's regulations, which adversely affect the Complainant's rights, duties, welfare or status, or
2. the decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the BHA.

**C. Continuing Right of Complaint to Judicial Proceedings.**

A decision by the hearing officer or Board of Commissioners in favor of Housing Authority of the City of Bloomington or which denies the relief requested by the

complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## XII. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the complainant or an adult member of the complainant's household, (2) upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

## XIII. MODIFICATION

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

## XIV. MISCELLANEOUS

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

**B. Concurrent Notice:** If a Tenant has filed a request for grievance hearing hereunder in a case involving Housing Authority of the City of Bloomington's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer upholds Housing Authority of the City of Bloomington's action to terminate the tenancy, the Housing Authority of the City of Bloomington may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer to complainant.

**FLAT RENTS EFFECTIVE JANUARY 1, 2023**

Efficiency Unit	\$558
One-Bedroom Unit	\$634
Large One-Bedroom Unit*	\$712
Two-Bedroom Unit	\$790
Three-Bedroom Unit	\$1,115
Four-Bedroom Unit	\$1,266
Five-Bedroom Unit	\$1,456
Six-Bedroom Unit	\$1,646

\*units formed by combining two efficiency units

**Background Information on Flat Rents**

In accordance with federal law, effective October 31, 2014, flat rents must be set at a minimum of 80% of the Fair Market Rents (FMR) published by the federal government. Below are the FY 2021 FMR's for the Bloomington, IL HUD Metro FMR Area, in which all BHA public housing is located:

<b>Final FY 2023 FMRs By Unit Bedrooms</b>						
<b>Efficiency</b>	<b>One-Bedroom</b>	<b>Two-Bedroom</b>	<b>Three-Bedroom</b>	<b>Four-Bedroom</b>	<b>Five-Bedroom</b>	<b>Six-Bedroom</b>
\$698	\$793	\$987	\$1,394	\$1,583	\$1,820	\$2,058

Source: [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2023\\_code/2023summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2023_code/2023summary.odn)

*This page intentionally left blank*

**BENEFITS THAT QUALIFY FOR INCOME EXCLUSION**

1. Payment made to any Indian, or member of an Indian household, under the Maine Indian Settlement Claim Act of 1988.
2. The value of the allotment provided to any eligible family under the Food Stamp Act of 1977.
3. Payment to volunteers under the Domestic Volunteer Service Act of 1973.
4. Payments received under the Alaska Native Settlement Act.
5. Income derived from certain submarginal 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 programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, 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).
8. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
9. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of the Interior.
10. Amounts of Scholarships funded under Title IV of the Higher Education Act of 1965 that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous expenses of student at an educational institution.
11. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056 (f))
12. Payments received 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 (EDNY).
13. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
14. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32 (j))
15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637 (d))
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 (38 U.S.C. 1805)
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 applicant under the Victims of Crime Act (42 U.S.C. 10602).

19. Allowances and earnings payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
20. Distributions from an ABLE account, and actual or imputed interest on the ABLE account balance.

## VERIFICATION

[24 CFR 960.259, 24 CFR 5.230, Notice PIH 2018-18]

### INTRODUCTION

The PHA must verify all information that is used to establish the family’s eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA will follow the verification guidance provided by HUD in Notice PIH 2018-18 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies. Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets, and Part IV covers mandatory deductions. Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies established by the PHA.

### PART I: GENERAL VERIFICATION REQUIREMENTS

#### I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 960.259, 24 CFR 5.230]

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 960.259(a)(1)].

##### Consent Forms

It is required that all adult applicants and tenants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family’s eligibility and level of assistance.

##### Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA will deny admission to applicants and terminate the lease of tenants. The family may request a hearing in accordance with the PHA's grievance procedures.

#### I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

##### HUD’s Verification Hierarchy [Notice PIH 2017-122018-18]

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general, HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

In order of priority, the forms of verification that the PHA will use are:

- Up-front Income Verification (UIV) using HUD’s Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third Party Verification (may be provided by applicant or resident)

- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

Each of the verification methods is discussed in subsequent sections below.

### **Requirements for Acceptable Documents**

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 days of the PHA request. The documents must not be damaged, altered or in any way illegible.

Print-outs from web pages are considered original documents.

The PHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to the PHA and must be signed in the presence of a PHA representative or PHA notary public.

### **File Documentation**

The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this ACOP. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

The PHA will document, in the family file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing the adjusted income or income-based rent determination

When the PHA is unable to obtain third-party verification, the PHA will document in the family file the reason that third-party verification was not available [24 CFR 960.259(c)(1); Notice PIH 2018-18].

### **I.C. UP-FRONT INCOME VERIFICATION (UIV)**

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted the opportunity to contest any adverse findings through the PHA's informal review/hearing processes.

### **Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)**

PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families. The following policies apply to the use of HUD's EIV system.



**EIV Income and IVT Reports**

The data shown on income and income validation tool (IVT) reports is updated quarterly. Data may be between three and six months old at the time reports are generated.

The PHA will obtain income and IVT reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

Income and IVT reports will be compared to family-provided information as part of the annual reexamination process. Income reports may be used in the calculation of annual income, as described elsewhere in the ACOP. Income reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between income and IVT reports and family-provided information will be resolved as described in Chapter 6.I.C. and in this chapter.

Income and IVT reports will be used in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify earned income, and to verify and calculate unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income and IVT reports will be retained in resident files with the applicable annual or interim reexamination documents.

When the PHA determines through income EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies elsewhere in the ACOP.

**EIV Identity Verification**

The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to Public and Indian Housing Information Center (PIC) data for a match on social security number, name, and date of birth.

PHAs are required to use EIV's Identity Verification Report on a monthly basis to improve the availability of income information in EIV [Notice PIH 2018-18].

When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

The PHA will identify residents whose identity verification has failed by reviewing EIV's Identity Verification Report on a monthly basis. The PHA will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the tenant. When the PHA determines that discrepancies exist as a result of PHA errors, such as spelling errors or incorrect birth dates, it will correct the errors promptly.

**I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION**

HUD's current verification hierarchy defines two types of written third-party verification. The more preferable form, "written third-party verification," consists of an original document generated by a third-party source, which may be received directly from a third-party source or provided to the PHA by the family. If written third-party verification is not available, the PHA must attempt to obtain a "written third-party verification form." This is a standardized form used to collect information from a third party.

**Written Third-Party Verification [Notice PIH 2018-18]**

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source.

Examples of acceptable tenant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

The PHA is required to obtain, at minimum, two current and consecutive pay stubs for determining annual income from wages.

The PHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Third-party documents provided by the family must be dated within 60 days of the PHA request date.

If the PHA determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation.

As verification of earned income, the PHA will require the family to provide the two most current, consecutive pay stubs.

#### **Written Third-Party Verification Form**

When upfront verification is not available and the family is unable to provide written third-party documents, the PHA must request a written third-party verification form. HUD's position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

PHAs may mail, fax, or e-mail third-party written verification form requests to third-party sources.

The PHA will send third-party verification forms directly to the third party.

Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by the PHA.

#### **Oral Third-Party Verification** [Notice PIH 2018-18]

For third-party oral verification, PHAs contact sources, identified by UIV techniques or by the family, by telephone or in person.

Oral third-party verification is mandatory if neither form of written third-party verification is available.

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g., 10 business days.

PHAs should document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

In collecting third-party oral verification, PHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification the PHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

**When Third-Party Verification is Not Required** [Notice PIH 2018-18]

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family's total tenant payment.

If the family cannot provide original documents, the PHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

**Primary Documents**

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

**Imputed Assets**

The PHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

**Value of Assets and Asset Income** [24 CFR 960.259]

For families with net assets totaling \$5,000 or less, the PHA may accept the family's declaration of asset value and anticipated asset income. However, the PHA is required to obtain third-party verification of all assets regardless of the amount during the intake process, whenever a family member is added, and at least every three years thereafter.

For families with net assets totaling \$5,000 or less, the PHA will accept the family's self-certification of the value of family assets and anticipated asset income when applicable. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration.

The PHA will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual's assets, and every three years thereafter.

**I.E. SELF-CERTIFICATION**

When HUD requires third-party verification, self-certification, or "tenant declaration," is used as a last resort when the PHA is unable to obtain third-party verification.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded

- Net family assets total \$5,000 or less and the PHA has adopted a policy to accept self certification at annual recertification, when applicable
- The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income

When the PHA was required to obtain third-party verification but instead relies on a tenant declaration for verification of income, assets, or expenses, the family’s file must be documented to explain why third-party verification was not available.

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA. The PHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a PHA representative or PHA notary public.

**PART II: VERIFYING FAMILY INFORMATION**

**II.A. VERIFICATION OF LEGAL IDENTITY**

The PHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers	Certificate of birth
Church issued baptismal certificate	Adoption papers
Current, valid driver's license or Department of Motor Vehicle identification card	Custody agreement
U.S. military discharge (DD 214)	Health and Human Services ID
Current U.S. passport	Certified school records
Current employer identification card	

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the PHA’s discretion, a third party who knows the person may attest to the person’s identity. The certification must be provided in a format acceptable to the PHA and be signed in the presence of a PHA representative or PHA notary public.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the PHA has reason to doubt the identity of a person representing him or herself to be a tenant or a member of a tenant family.

**II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and Notice PIH 2018-24]**

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

The PHA must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

The PHA may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.

The PHA will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the PHA within 90 days.

If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within 90 days. A 90-day extension will be granted if the PHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control.

The PHA will grant one additional 90-day extension if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

When a resident requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The PHA may not add the new household member until such documentation is provided.

When a resident requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the resident must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the PHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control. During the period the PHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

The PHA will grant one additional 90-day extension if needed for reasons beyond the resident's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously-assisted occupancy.

The PHA will verify each disclosed SSN by:

Obtaining documentation from applicants and residents that is acceptable as evidence of social security numbers; and making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Once the individual's verification status is classified as "verified," the PHA may, at its discretion, remove and destroy copies of documentation accepted as evidence of social security numbers. The retention of the EIV Summary Report or Income Report is adequate documentation of an individual's SSN.

Once an individual’s status is classified as “verified” in HUD’s EIV system, the PHA will remove and destroy copies of documentation accepted as evidence of social security numbers.

### **II.C. DOCUMENTATION OF AGE**

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the PHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

### **II.D. FAMILY RELATIONSHIPS**

Applicants and tenants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

Family relationships are verified only to the extent necessary to determine a family’s eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

#### **Marriage**

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a marital relationship, the PHA will require the family to document the marriage with a marriage certificate or other documentation to verify that the couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

#### **Separation or Divorce**

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a divorce or separation, the PHA will require the family to provide documentation of the divorce or separation with a certified copy of a divorce decree, signed by a court officer; a copy of a court-ordered maintenance or other court record; or other documentation that shows a couple is divorced or separated.

If no court document is available, documentation from a community-based agency will be accepted.

#### **Absence of Adult Member**

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

#### **Foster Children and Foster Adults**

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

### **II.E. VERIFICATION OF STUDENT STATUS**

The PHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if: The family claims full-time student status for an adult other than the head, spouse, or cohead, or The family claims a child care deduction to enable a family member to further his or her education.

## **II.F. DOCUMENTATION OF DISABILITY**

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person’s disability [24 CFR 100.202(c)]. The PHA may not inquire about a person’s diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a resident’s medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services’ Web site at [www.os.dhhs.gov](http://www.os.dhhs.gov).

The PHA may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant’s ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiry about whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiry about whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

### **Family Members Receiving SSA Disability Benefits**

Verification of receipt of disability benefits from the Social Security Administration (SSA) is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions [VG, p. 23].

For family members claiming disability who receive disability payments from the SSA, the PHA will attempt to obtain information about disability benefits through HUD’s Enterprise Income Verification (EIV) system. If documentation is not available through HUD’s EIV system, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If a family member is unable to provide the document, the PHA will ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from [www.ssa.gov](http://www.ssa.gov). Once the family receives the benefit verification letter, it will be required to provide the letter to the PHA.

### **Family Members Not Receiving SSA Disability Benefits**

Receipt of veteran’s disability benefits, worker’s compensation, or other non-SSA benefits based on the individual’s claimed disability are not sufficient verification that the individual meets HUD’s definition of disability in 24 CFR 5.403, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

## II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

### Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. See the Eligibility chapter for detailed discussion of eligibility requirements. This chapter (7) discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)]

### U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

### Eligible Immigrants

#### *Documents Required*

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

#### **PHA Verification** [HCV GB, pp 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this ACOP. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

## II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant that determined his or her placement on the waiting list.



The PHA offers a preference for working families, described in Section IV.B.

The PHA may verify that the family qualifies for the working family preference based on the family’s submission of the working member’s most recent paycheck stub indicating that the working member works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last thirty days.

The PHA may also seek third party verification from the employer of the head, spouse, cohead or sole member of a family requesting a preference as a working family.

The PHA also offers a preference for victims of domestic violence, dating violence, sexual assault, or stalking, as described in Section 4-III.B. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-VII.D.

### **PART III: VERIFYING INCOME AND ASSETS**

The ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

#### **III.A. EARNED INCOME**

**Tips:** Unless tip income is included in a family member’s W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

**Wages:** For wages other than tips, the family must provide originals of the two most current, consecutive pay stubs.

#### **III.B. BUSINESS AND SELF EMPLOYMENT INCOME**

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has

been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

### III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

#### Social Security/SSI Benefits

To verify the SS/SSI benefits of applicants, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member who receives social security benefits. If a family member is unable to provide the document, the PHA will help the applicant request a benefit verification letter from SSA's Web site at [www.socialsecurity.gov](http://www.socialsecurity.gov) or ask the family to request one by calling SSA at 1-800-772-1213. Once the family has received the original benefit verification letter, it will be required to provide the letter to the PHA.

To verify the SS/SSI benefits of residents, the PHA will obtain information about social security/SSI benefits through HUD's EIV system, and confirm with the resident(s) that the current listed benefit amount is correct. If the resident disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, the PHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If a family member is unable to provide the document, the PHA will help the resident request a benefit verification letter from SSA's Web site at [www.socialsecurity.gov](http://www.socialsecurity.gov) or ask the family to request one by calling SSA at 1-800-772-1213. Once the family has received the benefit verification letter, it will be required to provide the letter to the PHA.

### III.D. ALIMONY OR CHILD SUPPORT

The methods the PHA will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.

If the family declares that it receives **regular payments**, verification will be obtained in the following order of priority:

- Copies of the receipts and/or payment stubs for the 60 days prior to PHA request
- Third-party verification form from the state or local child support enforcement agency
- Third-party verification form from the person paying the support
- Family's self-certification of amount received

If the family declares that it receives **irregular or no payments**, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due.

This may include:

- A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts
- If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

### III.E. ASSETS AND INCOME FROM ASSETS

#### Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The PHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

The PHA will verify the value of assets disposed of only if:

The PHA does not already have a reasonable estimation of its value from previously collected information, or  
The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly resident reported a \$10,000 certificate of deposit at the last annual reexamination and the PHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The PHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the PHA will verify the value of this asset.

### **III.F. NET INCOME FROM RENTAL PROPERTY**

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the PHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

### **III.G. RETIREMENT ACCOUNTS**

The PHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

The type of original document that will be accepted depends upon the family member's retirement status.

*Before retirement*, the PHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

*Upon retirement*, the PHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

*After retirement*, the PHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

### **III.H. INCOME FROM EXCLUDED SOURCES**

A detailed discussion of excluded income is provided elsewhere in the ACOP.

HUD guidance on verification of excluded income draws a distinction between income which is fully excluded and income which is only partially excluded.

For fully excluded income, the PHA is not required to follow the verification hierarchy, document why third-party verification is not available, or report the income on the 50058. Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds) [Notice PIH 2013-04].

PHAs may accept a family’s signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation. However, if there is any doubt that a source of income qualifies for full exclusion, PHAs have the option of requiring additional verification.

For partially excluded income, the PHA is required to follow the verification hierarchy and all applicable regulations, and to report the income on the 50058. Partially excluded income is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student, or income excluded under the earned income disallowance).

The PHA will accept the family’s self-certification as verification of fully excluded income. The PHA may request additional documentation if necessary to document the income source.

The PHA will verify the source and amount of partially excluded income as described in Part 1 of this Appendix.

### **III.I. ZERO ANNUAL INCOME STATUS**

The PHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, earned income, etc. are not being received by families claiming to have zero annual income.

## **PART IV: VERIFYING MANDATORY DEDUCTIONS**

### **IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS**

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

#### **Dependent Deduction**

See elsewhere in the ACOP for a full discussion of this deduction. The PHA will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse or cohead of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

#### **Elderly/Disabled Family Deduction**

See elsewhere in the ACOP for a definition of elderly and disabled families and discussion of the deduction. The PHA will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

### **IV.B. MEDICAL EXPENSE DEDUCTION**

Policies related to medical expenses are found elsewhere in the ACOP. The amount of the deduction will be verified following the standard verification procedures described in Part I.

**Amount of Expense**

Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

The PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Written third-party verification forms, if the family is unable to provide acceptable documentation.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

In addition, the PHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

**Eligible Household**

The medical expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62 or a person with disabilities. The PHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter, and as described elsewhere in this plan.

**Qualified Expenses**

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See elsewhere in the ACOP for the PHA's policy on what counts as a medical expense.

**Unreimbursed Expenses**

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

**Expenses Incurred in Past Years**

When anticipated costs are related to on-going payment of medical bills incurred in past years, the PHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

**IV.C. DISABILITY ASSISTANCE EXPENSES**

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

**Amount of Expense*****Attendant Care***

The PHA will accept written third-party documents provided by the family.

If family-provided documents are not available, the PHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Written third-party documents provided by the family, such as receipts or cancelled checks.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

### ***Auxiliary Apparatus***

Expenses for auxiliary apparatus will be verified through:

Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in 6-II.E.).
- The expense is not reimbursed from another source (as described in 6-II.E.).

### **Family Member is a Person with Disabilities**

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The PHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

### **Family Member(s) Permitted to Work**

The PHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

The PHA will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.). This documentation may be provided by the family.

If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

### **Unreimbursed Expenses**

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

#### **7-IV.D. CHILD CARE EXPENSES**

Policies related to child care expenses are found elsewhere in the ACOP. The amount of the deduction will be verified following the standard verification procedures described in Part I. In addition, the PHA must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education.
- The costs are for an allowable type of child care.
- The costs are reasonable.

#### **Eligible Child**

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

#### **Unreimbursed Expense**

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

The family and the care provider will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

#### **Pursuing an Eligible Activity**

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

#### *Information to be Gathered*

The PHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

#### *Seeking Work*

Whenever possible the PHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to the PHA any reports provided to the other agency.

In the event third-party verification is not available, the PHA will provide the family with a form on which the family member must record job search efforts. The PHA will review this information at each subsequent reexamination for which this deduction is claimed.

#### *Furthering Education*

The PHA will request third-party documentation to verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

#### *Gainful Employment*

The PHA will seek third-party verification of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

**Allowable Type of Child Care**

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed elsewhere in the ACOP.

The PHA will verify that the type of child care selected by the family is allowable, as described elsewhere in the ACOP.

The PHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorated costs if some of the care is provided for ineligible family members).

The PHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household’s declaration of family members who are expected to reside in the unit.

**Reasonableness of Expenses**

Only reasonable child care costs can be deducted.

The actual costs the family incurs will be compared with the PHA’s established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the PHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

**Exhibit 7-1: Summary of Documentation Requirements for Noncitizens**

[HCV GB, pp. 5-9 and 5-10)

<ul style="list-style-type: none"> <li>• <b>All</b> noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.</li> <li>• Except for persons 62 or older, all noncitizens must sign a verification consent form</li> <li>• Additional documents are required based upon the person's status.</li> </ul>
<p><b>Elderly Noncitizens</b></p> <ul style="list-style-type: none"> <li>• A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.</li> </ul>
<p><b>All other Noncitizens</b></p> <ul style="list-style-type: none"> <li>• Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.</li> </ul>



<ul style="list-style-type: none"> <li>• Form I-551 Alien Registration Receipt Card (for permanent resident aliens)</li> <li>• Form I-94 Arrival-Departure Record annotated with one of the following:             <ul style="list-style-type: none"> <li>• “Admitted as a Refugee Pursuant to Section 207”</li> <li>• “Section 208” or “Asylum”</li> <li>• “Section 243(h)” or “Deportation stayed by Attorney General”</li> <li>• “Paroled Pursuant to Section 221 (d)(5) of the USCIS”</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Form I-94 Arrival-Departure Record with no annotation accompanied by:             <ul style="list-style-type: none"> <li>• A final court decision granting asylum (but only if no appeal is taken);</li> <li>• A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);</li> <li>• A court decision granting withholding of deportation; or</li> <li>• A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.</li> </ul>	<p>Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.</p>
<ul style="list-style-type: none"> <li>• A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or</li> <li>• Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the <i>Federal Register</i></li> </ul>	

**WASS (Web Access Secure Systems) POLICIES****A. PIC**

1. 50058's are sent to PIC at least one time each week. An error report is printed out and all errors are corrected as soon as possible.
2. After the end of each month, PIC development units are checked and revised as necessary due to modernization, market conditions, etc.
3. After the first Friday after the end of each month, reports are printed about reexaminations delinquency reports, and others as necessary.

**B. EIV**

1. Deceased Tenants report is accessed and reviewed at least one time per month. Any necessary corrections to 50058's are made after verifying the information provided.
2. Identity Verification Report is accessed and reviewed at least one time per month. Households and household members are identified who are pending verification, failed EIV pre-screening or failed SSA Identity report. All necessary corrections to 50058's are made after verifying the information provided and file information is corrected.
3. Income reports are printed at the time of Annual Reexaminations and rent reviews. The information included in the reports is used to determine rent amounts. As the information about jobs and wages is up to six months old, other more recent information may be used to determine rents.
4. Income reports are stored in locked cabinets until such time as HUD allows us to dispose of the reports.
5. Multiple Subsidy Report is accessed and reviewed at least one time per month. Any necessary corrections to 50058's are made after verifying the information provided.
6. All staff who use the system will receive EIV training annually.
7. The SAVE system within EIV will be accessed as necessary.
8. The Immigration Report will be accessed and reviewed monthly and after verification, files will be updated accordingly.

**C. NATIONAL REPOSITORY OF DEBTS OWED TO PHAS AND TERMINATIONS**

1. All applicants and residents will be given a letter describing the national repository of debts and explaining the consequences of owing money to another Housing Authority.
2. all individuals who owe a debt to the BHA are informed of that at the time that they end their participation in the program.
3. Former residents will be allowed 60 days to present evidence that all or part of such debt is not owed or legally enforceable.
4. The BHA will consider any evidence presented by the individual and determine that the amount of the debt owed to the BHA is legally enforceable.

5. the BHA will input information into EIV after EOP about the amount of money owed to the BHA, adverse termination reasons, and bankruptcy status. That information will be updated when the bill is paid off or there is a bankruptcy filing.
6. Any applicant who is determined to owe money to another Housing Authority will automatically be denied public housing and their application processing will be discontinued.
7. EIV users will search for former tenants and view the debts owed to PHAs and terminations report at the time of application and at the time of Reexamination during the first year of use of the program.

**Oxygen Fire Safety Policy  
of the  
Housing Authority of the City of Bloomington**

**PURPOSE:** This policy has been developed to address the fire safety hazard related to residents who smoke or allow an open flame while using medical oxygen. This practice is an extremely dangerous fire hazard. Oxygen is not flammable, but it can cause other materials that burn to ignite more easily and to burn far more rapidly. The result is that a fire involving oxygen can appear explosive-like. Oxygen is of great benefit to those in need of oxygen therapy but it should always be handled with caution and awareness of the potential hazards.

**SCOPE:** The Oxygen Fire Safety Policy is in effect for all housing authority residents.

**STATEMENT OF POLICY:** It is the policy of the Housing Authority of the City of Bloomington to fully comply with, and to enforce the safety guidelines and quantity limits for the use of medical oxygen by residents of the housing authority.

**SAFETY GUIDELINES:** In order to prevent personal injuries and also to prevent the potential for a serious fire to housing authority property, the following safety guidelines must be complied with at all times.

- **Never smoke while using oxygen.**
- Warn visitors not to smoke near you when you are using oxygen.
- Post at least one **OXYGEN IN USE/NO SMOKING** sign in a prominent place at the entrance to your home.
- Stay at least five feet from gas stoves, candles, lighted fireplaces and other heat sources.
- Keep oxygen cylinders and vessels in a well-ventilated area (not in closets, behind curtains, or other confined spaces). The small amount of oxygen gas that is continually vented from these units can accumulate in a confined space and become a fire hazard.
- Secure oxygen cylinders and vessels to fixed object or place in a stand.
- Oxygen cylinders and vessels must remain upright at all times. Never tip an oxygen cylinder or vessel on its side or try to roll it to a new location.
- Always operate oxygen cylinder or container valves slowly. Abrupt starting and stopping of oxygen flow may ignite any contaminant that might be in the system.
- Turn the cylinder valve off when not using your oxygen.
- Only use a properly grounded wall outlet for your oxygen concentrator.
- Do not use extension cords for your oxygen concentrator.
- Do not place the electrical cord or oxygen tubing under rugs or furniture.
- Do not use any flammable products like cleaning fluids, paint thinner, or aerosol sprays while using your oxygen.
- Keep all grease, oil and petroleum products (even small amounts) and flammable materials away from your oxygen equipment. Some organic materials can react violently with oxygen if ignited by a hot spark.

- Use water-based lubricants on your lips and hands. Don't use an oil-based product like petroleum jelly, petroleum based creams or lotions.
- Do not use bedding or clothes made of wool, nylon or synthetic fabrics as these materials have the tendency to produce static electricity. The use of cotton material bedding and clothes will avoid sparks from static electricity.
- Do not allow children or untrained individuals to handle or operate oxygen equipment.
- Always have your gas supplier's number handy.

**QUANTITY LIMITS:**

- Do not use individual compressed gas oxygen cylinders that exceed 250 cubic feet at normal temperature and pressure.
- Do not use liquid oxygen vessels that exceed 10 gallons.

**POLICY REVIEW:** Residents of the housing authority who violate the safety guidelines and quantity limits can be subject to eviction. This policy will be subject to review and modification.

## Community Service and Self-Sufficiency Policy

### A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease. As discussed in the Senate Committee Report (S. Rep. No. 63, 105<sup>th</sup> Congress, 1<sup>st</sup> Session 1997) that states *“the provision is not intended to be perceived as punitive, but rather considered as rewarding activity that will assist residents in improving their own and their neighbors’ economic and social well-being and give residents a greater stake in their communities”*. The requirement is intended to provide residents an opportunity to demonstrate that they are “giving something back” to their communities and to facilitate upward mobility.

### B. Definitions

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

The volunteer work includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls clubs, 4-H program, PAL, Garden Center, Community clean-up programs, beautification programs, other youth or senior organizations;
- Work at the Authority to help improve physical conditions;
- Work at the Authority to help with children's programs;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and
- Life Skills- including skills assessment and goal setting.

**NOTE: Political activity is excluded.**

**Self Sufficiency Activities** - activities that include, but are not limited to:

- A. Job readiness or job training;
- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor) or other training providers;
- C. Higher education (junior college or college);
- D. GED classes;
- E. Apprenticeships (formal or informal);
- F. Substance abuse or mental health counseling;
- G. Reading, financial and/or computer literacy classes;
- H. English as a second language and/or English proficiency classes;
- I. Budgeting and credit counseling; and,
- J. Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF).

**CSSR Partnerships:** When the BHA has a ROSS program, ROSS Service Coordinators or FSS program may coordinate Individual Training and Services Plans (ITSPs) with CSSR. The ITSP is a tool to plan, set goals and track movement towards self-sufficiency through education, work readiness and other supportive services such as health, mental health and work supports. Specific CSSR activities may be included in ITSPs to

enhance a person’s progress towards self-sufficiency. Regular meetings with BHA coordinators may satisfy CSSR activities and BHA coordinators may verify community service hours within individual monthly logs.

When possible the BHA Service Coordinators will create agreements with local organizations, including faith-based and community organizations, to assist CSSR. Specifically, such agreements would allow local organizations to advertise their programs, assist with transportation, child-care or other barriers to CSSR attainment and verify hours within individual monthly logs.

**Exempt Adult** - an adult member of the family who

- A. 62 years or older;
- B. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c),
  1. who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
  2. is a primary caretaker of such individual;
- C. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
  1. Unsubsidized employment;
  2. Subsidized private-sector employment;
  3. Subsidized public-sector employment;
  4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  5. On-the-job-training;
  6. Job-search and job-readiness assistance;
  7. Community service programs;
  8. Vocational educational training (not to exceed 12 months with respect to any individual);
  9. Job-skills training directly related to employment;
  10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate; and,
  12. The provision of childcare services to an individual who is participating in a community service program;
- D. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or,
- E. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State in which the PHA is located, including a State-administered Welfare-to-Work program or the supplemental nutrition assistance program (SNAP), and has not been found by the State or other administering entity to be in noncompliance with such a program.

### C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance.
3. Applicant and BHA obligations
 

The BHA must describe in its CSSR policy the process to determine which family members are exempt from the requirement, as well as the process for determining any changes to the exempt status of the family

member. The BHA provides the family a copy of CSSR policy at initial application and secure certification of receipt as shown in Attachment A, (see 24 CFR 960.605(c)(2)).

4. **Resident Responsibilities:** At lease execution or re-examination, all adult members (18 or older) of a public housing resident family must:
  - A. Provide documentation that they qualify for an exemption, if they claim to be exempt from the CSSR. (24 CFR 960.601(b)). Documentation provided by the tenant will be used by the BHA to determine whether the tenant is exempt from the CSSR; and,
  - B. Sign a certification (Attachment A) that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).
  - C. At each regularly scheduled rent re-examination, each non-exempt family member presents a signed certification on a form provided by the BHA of CSSR activities performed over the previous twelve (12) months. The tenant may use the standardized form provided by the BHA with places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed. Supporting documentation will be requested of the resident to verify CSSR participation or exempt status. Copies of the certification forms and supporting documentation must be retained in BHA files. BHA must obtain verification of CSSR completion administered through outside organizations.

If during reexamination a family member is found to be non-compliant, then the member and the head of household sign an agreement with the PHA to make up the deficient hours over the next 12-month period (see 24 CFR 960.607(c)) or the lease will be terminated.

When a non-exempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the BHA.

**5. Noncompliant Residents:** Pursuant to 24 CFR 960.605 and 960.607, PHAs annually review resident compliance at least 30 days prior to the end of the twelve-month lease. PHAs secure a certification of CSSR compliance from non-exempt family members as shown in Attachment B. If a PHA finds a tenant is non-compliant with CSSR, then written notice from the PHA to the tenant states:

- A. Finding of non-compliance with CSSR.
- B. Lease renewal is contingent upon compliance or execution of a written work-out agreement with the PHA presenting the means through which noncompliant family members will comply or the family provides written assurance that is satisfactory to the PHA explaining that the tenant or other noncompliant resident no longer resides in the unit.
- C. The tenant may request a grievance hearing on the PHA determination, in accordance with 24 CFR Part 966, subpart B, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of such determination.

**6. Enforcement Documentation:** PHAs are required to initiate due process (see 24 CFR 966.53(c)) against households failing to comply with lease requirements including CSSR. When initiating due process, the following procedural safeguards are required:

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

**7. Prohibition of CSSR for PHA Responsibilities:** Pursuant to 24 CFR 960.609, the BHA may not substitute community service activity performed by a resident for work ordinarily performed by a PHA employee.

**8. Documentation of CSSR Completion:** At each regularly scheduled rent re-examination, each non-exempt family member presents a signed certification on a form provided by the PHA of CSSR activities performed



over the previous twelve (12) months. Each PHA develops a standardized form with places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed. Supporting documentation will be requested of the resident to verify CSSR participation or exempt status. Copies of the certification forms and supporting documentation must be retained in PHA files. PHAs must obtain verification of CSSR completion administered through outside organizations.

**D. Authority obligations**

1. if possible and practicable, the Authority will:
  - to the extent possible provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (Persons with disabilities are exempt from the requirement only if they certify that because of their disabilities, they cannot comply with the requirement (see 24 CFR 960.601(b)).
2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Noncompliance of family member:
  - At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members;
  - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period;
  - If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;
  - The family may use the Authority's Grievance Procedure to protest the lease termination.

**E.50058 Coding:** The Instruction Booklet for Form HUD 50058 contains information on coding CSSR status. At the time of program admission, enter either 3 or 4. At annual renewals, revise the 3 for pending status to either 1 or 2. If code 3 is used after the first year, this means the PHA is still in the process of verifying CSSR compliance or that a lease renewal is pending. The following is enhanced guidance on CSSR coding:

- 1 - PHA determines resident is not exempt and is in compliance with CSSR
- 2 - PHA determines resident is not exempt and not complying with CSSR
- 3 - PHA is in the process of verifying CSSR compliance or renewing the lease
- 4 - PHA determines resident is exempt
- 5 - Do not use this code for "not applicable" under any circumstance

Community Services and Self-Sufficiency Requirement Certification  
For Non-Exempt Individuals  
**Entrance Acknowledgement**

Date:  
Participant Name:

I have received and read the Community Services and Self Sufficiency Requirement. I understand that as a resident of public housing, I am required by law to contribute 8 hours per month (96 hours over the course of a year) of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with CSSR is grounds for lease nonrenewal. My signature below certifies I received notice of this requirement at the time of initial program participation.

Signature: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

Community Services and Self-Sufficiency Requirement Certification  
For Non-Exempt Individuals

**Annual Renewal**

Date:  
Participant Name:

I understand that as a resident of public housing, I am required by law to contribute 8 hours per month (96 hours over the course of a year) of community service or participate in an economic self-sufficiency program. I certify I have complied with this requirement.

Signature: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**COMMUNITY SERVICE EXEMPTION**

Community Service Requirement: All adult residents of public housing must contribute eight hours per month of community service or participate in an economic self-sufficiency program for 8 hours per month. The exemptions are: Elderly, Blind, Disabled and unable to comply with requirement, Caretaker of blind or disabled person, the supplemental nutrition assistance program (SNAP), receiving Township or TANF and not in Noncompliance with TANF requirements. Exemption must be re-verified annually, but can request exemption during the year. Verification is required for numbers 5 and 6 below. An employee of the appropriate assistance agency must sign number 5 below or send letter if requesting an exemption. An employee of the agency providing the economic self-sufficiency program must sign number 6 below or send letter if requesting an exemption. Verification is only required for numbers 2 or 3 below if individual has not already verified disability. Verification for Number 4 is income verification.

I certify that I am unable or not required to complete Community Service hours due to:

- \_\_\_ 1. Age (62 or older)
- \_\_\_ 2. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions
- \_\_\_ 3. Is primary caretaker of a disabled person as defined above
- \_\_\_ 4. Working 8 hours per month or more
- \_\_\_ 5. Member of family receiving TANF benefits and in compliance with program
- \_\_\_ 6. Participating in economic self-sufficiency program 8 hours per month or more

\_\_\_\_\_  
*signature* \_\_\_\_\_ *Date* \_\_\_\_\_ *Resident*  
\*\*\*I certify that \_\_\_\_\_ is unable to complete community service volunteer hours of 8 hours per month due to blindness, disability or caring for an individual who is elderly, blind or disabled.

\_\_\_\_\_  
Physician signature \_\_\_\_\_ Typed/Printed name \_\_\_\_\_ Date \_\_\_\_\_  
\*\*I certify that \_\_\_\_\_ is in compliance with Township/TANF program.

\_\_\_\_\_  
Agency staff signature \_\_\_\_\_ Typed/printed name \_\_\_\_\_ Date \_\_\_\_\_  
\*\*I certify that \_\_\_\_\_ is participating in economic self-sufficiency program at least 8 hours per month.

\_\_\_\_\_  
Agency staff signature \_\_\_\_\_ Typed/printed name \_\_\_\_\_ Date \_\_\_\_\_  
 Exemption Approved  Exemption Denied

Housing Authority Staff signature \_\_\_\_\_ Date \_\_\_\_\_ 3-04

**COMMUNITY SERVICE VERIFICATION**

This is to verify that \_\_\_\_\_ (Public Housing Resident) of \_\_\_\_\_ (address) completed the following hours of community service work per month during the past 12 months.

January	February	March
April	May	June
July	August	September
October	November	December

The Community Service work was:

- Volunteer work at \_\_\_\_\_.
- Alcohol/drug counseling
- Education program, i.e., GED, basic education
- Budget counseling
- Other (describe) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agency Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Phone Number

**\*\*\*THIS FORM MUST BE RETURNED THE HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON 30 DAYS PRIOR TO THE EFFECTIVE DATE OF THE NEXT ANNUAL LEASE.\*\*\***

**DO NOT BRING THIS FORM TO THE OFFICE MONTHLY. ONLY BRING IT TO THE OFFICE ONE-MONTH PRIOR TO THE END OF YOUR YEAR'S LEASE TERM.**

Please contact the Housing Authority office if you need additional forms.

4-04

**COMMUNITY SERVICE AGREEMENT**

This is to verify that \_\_\_\_\_ (Public Housing Resident)

Agrees to complete the following hours of community service work per month during the next 12 months **in addition** to any hours required during the coming year.

January	February	March
April	May	June
July	August	September
October	November	December

I understand that if I am the leaseholder and I do not complete the above hours of community service, my lease will not be renewed at the end of this lease term. I understand that if the lease is not renewed the entire family will have to vacate the apartment. I also understand that if the family member not in compliance agrees to move out, I will be able to continue to live in the apartment. A new address for that family member will be required to be verified.

\_\_\_\_\_  
Signature of Housing Authority Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leaseholder

\_\_\_\_\_  
Family member not in compliance

12-03

Updated 9/09  
Updated 12/09