TRUMBULL METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

JANUARY 1, 2020
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INTRODUCTION

1. Purpose of the ACOP
   The purpose of this policy is to establish guidelines for the Trumbull Metropolitan Housing Authority staff to follow in determining eligibility for admission to and continued occupancy of public housing, to include LIHTC and/or HOME units. LIHTC and HOME units may impose additional requirements.

2. Civil Rights Policy
   It is the policy of the Trumbull Metropolitan Housing Authority, also referred to as the “Housing Authority” and the “PHA”, to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments of 1988), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing amendment will govern (Title II deals with common areas and public space, not living units).

   Specifically, the PHA shall not on account of race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws, deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws.

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

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

   Therefore, the PHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. The PHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The PHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:
• Determining initial and on-going eligibility
• Applicable allowances and deductions
• Resident rental payments
• Current and past assets
• Outstanding indebtedness to government as a result of prior participation in other federally-subsidized housing programs

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

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

5. **Objectives**
The objectives of this policy are to:

a. Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:
   (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;
   (ii) Ensuring the fiscal stability of the Housing Authority; and,
   (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.

b. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.

c. Federal Fair Housing Amendments Act of 1988, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and HUD's Equal Access Rule -the protected bases are as follows: race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws.

d. Prescribe standards and criteria for resident selection and annual reexamination of income and family composition.

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

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TRUMBULL METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

DEFINITIONS
DEFINITIONS

FAMILY

1. The term “Family” as used in this policy means:
   a. A family with or without children;
   b. An elderly family;
   c. A near-elderly family;
   d. A disabled family;
   e. A displaced family;
   f. The remaining member of a tenant family; and
   g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
   h. Two (2) or more persons related by blood, marriage, adoption or other operation of law, or two (2) or more persons who are not related but who will live together in a stable relationship and share resources, regardless of sexual orientation or gender identity.

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

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

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

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

Any person who is at least 62 years of age.

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

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

a. Is determined to be essential to the care and well-being of the persons;

b. Is not obligated to financially or otherwise support the person(s); and

c. Would not be living in the unit except to provide the necessary supportive services.

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

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

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

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

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

a. Has a disability as defined in section 223 of the Social Security Act;

b. Has a physical, mental, or emotional impairment that:

   (i) Is expected to be of a long-continued and indefinite duration;

   (ii) Substantially impedes his or her ability to live independently; and

   (iii) Is of such a nature that such ability could be improved by more suitable housing conditions; or

c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).

d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.

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Individual with disabilities means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include:

Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment; by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) Is regarded as having an impairment means:

Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

NOTE: If an applicant otherwise qualifies for assistance under Trumbull Metropolitan Housing Authority, the applicant cannot be denied admission or denied assistance because of being or have been a victim of domestic violence, dating violence, sexual assault, or stalking.
ANNUAL INCOME

1. Income

Income is defined by the Secretary of HUD at 24 CFR 5.609, effective April 1, 1997 and amplified in this policy in those areas within the discretion of a Public Housing Authority. For LIHTC and HOME units, refer to income eligibility for determining annual income in Chapter 5 of the HUD Handbook 4350.3. No deductions to annual income apply to the Tax Credit program.

2. Annual Income

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

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

(i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;

(iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (ii) above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate. The passbook savings rate is based on the national average provided by the Federal Deposit Insurance Corporation, which for 2016, is .06%.
(iv) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;

(v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (see "lump sum additions" in this policy);

(vi) Welfare assistance;

(a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus,

(b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family’s welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

(viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay).

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

(i) Income from employment of children (including foster children) under the age of 18 years;

(ii) Payments received for the care of foster children or foster adults;

(iii) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (see "payments in lieu of earnings" in this policy);

(iv) Amounts that are specifically for or in reimbursement of the cost of medical expenses, when applicable;

(v) Income of a Live-in Aide, as defined in 24 CFR §913.102;
(vi) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income;

(vii) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;

(viii) Temporary, nonrecurring or sporadic income (including gifts);

(ix) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(x) Earnings in excess of $480 for each full-time student 18 years old or older, excluding the head of household and spouse;

(xi) Adoption assistance payments in excess of $480 per adopted child;

(xii) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;

(xiii) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(xiv) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(xv) Certain stipends (not to exceed $200/mo) and other income received by participants in qualified training, self-sufficiency and work incentive programs. Includes CGP training programs;

(xvi) Earned income:

(a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases. Such disallowance shall be granted to eligible families for a twelve (12) month period, contingent upon continued employment or increased income.

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(b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance. Such phase-in of earned income in rent calculation is contingent upon continued employment or increased income.

(xvii) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by Federal statute or regulation, they will become effective as prescribed by the Federal government without the necessity to amend this policy. The following is a list of types of benefits that qualify for that exclusion effective February 1998.

(a) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).

(b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

(c) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);

(d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));

(e) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

(f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

(g) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));

(h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);

(i) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and

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(j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

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

3. Monthly Income - One-twelfth of Annual Income. For purposes of determining priorities based on an applicant's rent as a percentage of Monthly Income.

4. Adjusted Income - Adjusted income means Annual Income less the following:
   a. $400 for any elderly or disabled family;
   b. The amount by which 3% of the annual family income is exceeded by the sum of:
      (i) Un-reimbursed medical expenses for any elderly family or disabled family;
      (ii) Un-reimbursed 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 (including such handicapped member) to be employed.
   c. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. Amounts deducted must be un-reimbursed expenses and shall not exceed the amount of income earned by the family member;
   d. Work-related disability expenses paid for attendant care or auxiliary apparatus expenses for family members with disabilities where expenses are necessary to permit a family member, including the disabled family member to be employed. Amounts deducted must be un-reimbursed amounts.
   e. $480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
   f. The amount of any earned income of a member of the family who is not:
      (i) 18 years of age or older, and
      (ii) The head of the household (or the spouse of the head of the household).


6. Income for Rent - "Income for Rent" for the purpose of determining rents, and for statistical reporting means Adjusted Income; except that Annual Income is to be used in determining 10 percent of gross income.
TOTAL TENANT PAYMENT

1. Determining the Total Tenant Payment is a two-step process. Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982, shall be the highest of the following rounded to the nearest dollar:

   a. 30 percent of monthly Adjusted Income; or

   b. 10 percent of Monthly Income;

   c. The welfare rent, if applicable;

   d. A minimum rent amount of $50.00.

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

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

   TTP will be based on 30% of monthly Adjusted Income.
1. **Child Care Expenses**: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child-care, 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. The Housing Authority will not normally determine child-care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.

2. **Dependent**: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full Time Student. An unborn child shall not be considered a dependent.

3. **Designated Housing**: A development (or developments) or a portion of a development (or developments) that has been designated in accordance with 24 CFR Part 945.

4. **Employment**: Individual who is head of household or spouse and is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development’s definition of Annual Income.

5. **Enrolled in a Job Training Program**: Individual who is head of household or spouse and is currently enrolled and participating in a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.

6. **Extremely Low-Income Family**: A family’s who’s Annual Income does not exceed 30% of the area median income, as determined by HUD.

7. **Graduate of Job Training Program**: Individual who is head of household or spouse is a graduate of a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.

8. **Head of Household**: Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.

9. **Low Income Family**: A family with Annual Income that does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.

10. **Medical Expenses**: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by Insurance. Medical expenses, in excess of 3% of Annual Income, are deductible from Annual Income for elderly families only.

11. **Military Service**: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.
12. **Minor**: A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Un-emancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.

13. **Mixed Population Development**: A public housing development, or portion of a development, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of a development) to elderly families and disabled families. These developments formerly were known as elderly developments.

14. **Net Family Assets**: "Net Family Assets" include the value of, or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs is to be disregarded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the PHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms. In accordance with PIH 2013-03, and Regulatory Waiver Request 3/31/15, TMHA public housing is permitted to accept self-certification of assets less than $5,000 for applicant and/or residents within the program.

15. **Spouse**: Spouse means the husband or wife of the head of household.

16. **Tenant Rent**: The amount payable monthly by the Family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. (Tenant Rent is a term established and defined by 24 CFR (§913) and as such, is occasionally awkward in ordinary usage. For this reason, the term "Tenant Rent" is used interchangeably with "rent" elsewhere in this ACOP to refer to the net monthly payment by the family to PHA. The only exception is the term "rent" as defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of Monthly Income).

17. **Utility**: Electricity, gas, heating fuel, water and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.
18. **Utility Allowance**: If the cost of utility (except telephone) and other housing services for an assisted unit is not included in the Total Tenant Payment but is the responsibility of the family occupying the unit, an amount equal to the estimate made by PHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a quality living environment.

19. **Utility Reimbursement Payment**: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

20. **Very Low-Income Family**: A family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

21. **Work-related disability expense**: Expenses paid for attendant care or auxiliary apparatus expenses for family members with disabilities where expenses are necessary to permit a family member, including the disabled family member to be employed. Amounts deducted must be un-reimbursed amounts.

22. **Welfare Assistance**: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

23. **Neighborhood or Community**: Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

24. **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 the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

25. **Public Housing Authority/Agency (PHA)**: A State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized by the 1937 Housing Law, as amended, to engage in or assist in the development or operation of housing for lower income families. The term “public housing” includes dwelling units in a mixed finance development that are assisted by a public housing authority with capital or operating assistance.
LOCAL PREFERENCES

A. LOCAL PREFERENCES

ALL APPLICANTS CLAIMING A PREFERENCE MUST BE ELIGIBLE FOR THAT PREFERENCE AT THE TIME OF HOUSING. APPLICANTS NOT QUALIFYING FOR A PREFERENCE WILL HAVE THEIR PREFERENCE REMOVED, BUT WILL NOT LOSE THEIR ORIGINAL APPLICATION DATE. THE APPLICANT MAY HAVE THE PREFERENCE RESTORED AT ANYTIME PROVIDED THEY HAVE PROVIDED WRITTEN DOCUMENTATION TO MANAGEMENT AND THE PREFERENCE HAS BEEN VERIFIED.

1. A preference will be given to families who have at least one adult member employed, provided the employed adult is working at least 10 hours per week at the Federal Minimum Wage.

   All applicants claiming this preference must provide documentation of employment prior to being housed. Families who claim a preference at application and are not employed at the time their name nears the top of the list, will be just cause to skip over the application to meet the de-concentration efforts of the housing authority.

   TMHA Staff will change the status of the application in the system thereby placing the applicant in the proper order for the following month’s offers. If the applicant or any adult member becomes employed prior to the beginning of the next month and verifies employment with TMHA Staff, the preference will be restored.

2. With proper documentation, a preference will be given to current members of the U.S. Armed Forces, their families, veterans or surviving spouses of veterans.

3. With proper documentation, a preference will be given to existing public housing and HCVP participants who are victim of federally declared disasters. For the purpose of this preference, natural disasters include but are not limited to victims of floods, tornadoes, hurricanes, tsunamis and earthquakes. Proper documentation includes, but is not limited to written statements from disaster relief agencies such as Federal, State or local Emergency Management Agencies, The Red Cross and other Federal, State or local agencies either within or outside the jurisdiction where the federally declared natural disaster occurred.

4. With proper documentation, a preferences will be given to a homeless person or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing and hotels and motels paid for by charitable organizations or by federal, state, or local governments programs for low income individual or families).

   Changes in preference status will take effect at the beginning of the next month.

   * This ‘WORKING PREFERENCE’ is automatically extended to elderly and disabled families. Anyone receiving either a portion or all of their income from SSI or SSD meets the requirement of disabled.
Other applicants claiming to be disabled will be asked to provide the name and address of a medical professional to verify the applicant meets the definition of disabled. Applicants may be placed on a waiting without the preference, provided there are developments that can meet their other needs. Once the information is verified through a third party, the preference will be applied back to the original date of the application.

5. Preference Weight=10

Special limited preference for Riverview Apartments only. A Special limited preference will be given to Veterans who have enrolled in, participated in, and successfully completed the terms of the Department of Veteran’s Affairs (VA) Transition In Place (TIP) program for homeless veterans implemented by Family and Community Services (FCS).

6. With proper documentation, a preference will be given to any applicant on the Riverview (Buckeye/Tod) waiting list who is involuntarily displaced or must temporarily relocate from a project due to the Uniform Relocation Act or other natural disaster.

***Parkman Landing (PH site with LIHTC funding) does NOT have any preferences.
TRUMBULL METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part C

ADMISSIONS
ADMISSIONS

1. Non Discrimination

The Housing Authority will not discriminate because of race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws, in the leasing, rental, occupancy, use or other disposition of housing facilities, nor shall it:
  • Deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments.
  • Provide housing of lower quality than that provided others.
  • Subject anyone to segregation or disparate treatment
  • Restrict anyone’s access to any benefit enjoyed by others
  • Treat anyone differently in determining eligibility or other requirements for admission.

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

2. Income Targeting

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

3. De-concentration

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

Refer to the appendix for the De-concentration Policy.

OUTREACH TO HIGHER INCOME FAMILIES

1. Outreach to Higher Income Families

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

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

3. The housing authority will conduct affirmative marketing as needed so the waiting list includes a mix of applicant 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 and all marketing efforts will include those least likely to apply.

4. Marketing materials will comply with Fair Housing requirements; describe the units, application process, waiting list and preference structure; contact agencies that serve potentially qualified applicants least likely to apply; be clear about TMHA’s responsibility to provide reasonable accommodations.

**ORGANIZING THE WAITING LIST**

The housing authority maintains several waiting lists. Public Housing Developments are maintained separately. Below are the lists maintained by TMHA. Applicants may choose to be apply for no more than three (3) waiting lists.

**PUBLIC HOUSING WAITING LISTS - WARREN**

**GENERAL OCCUPANCY (Efficiencies, 1, 2, 3, 4 and 5 bedroom units)**

1.) Trumbull Homes/Fairview Gardens
   Wick Street Single Family Homes
   Crestview 2 Bedroom Duplex

2.) Highland Terrace/Lancer Court/Reo Court
   Maryland and Clearwater Single Family Homes
   Reo Boulevard Single Family Homes

3.) Rio Terra

**ELDERLY/DISABLED AND NEAR ELDERLY OCCUPANCY**

1.) Eastview Apartments

2.) Riverview Apartments
PUBLIC HOUSING DEVELOPMENTS – SOUTH CENTRAL TRUMBULL COUNTY

GENERAL OCCUPANCY (2, 3 and 5 bedroom units)

1.) Girard Scattered Site Housing
    Washington Avenue Single Family Home

ELDERLY/DISABLED AND NEAR ELDERLY OCCUPANCY

1.) Northview Apartments (Girard)
2.) McKinley Towers (Niles)

PUBLIC HOUSING DEVELOPMENTS – EASTERN TRUMBULL COUNTY

GENERAL OCCUPANCY (1, 2 and 3 bedroom units)

1). Hilltop Gardens (Brookfield/ Masury )
    Grover, Murray Hill and Ventura Single Family Homes

ELDERLY/DISABLED AND NEAR ELDERLY OCCUPANCY

1). Valley West (Brookfield /Masury)
2). Hubbard Manor (Hubbard)

PUBLIC HOUSING/LIHTC UNITS

ELDERLY ONLY – PH (62 or older) LIHTC (55 or older)

1.) Parkman Landing – Site Based Waiting List

*NOTE: ELDERLY, DISABLED AND NEAR ELDERLY APPLICANTS ARE ALSO ELIGIBLE TO APPLY FOR GENERAL OCCUPANCY DEVELOPMENTS AS LONG AS THE NUMBER OF WAITING LISTS APPLICANT CHOOSES DOES NOT EXCEED THREE (3).
PROCESSING APPLICATIONS FOR ADMISSIONS

TMHA accepts online applications for a few sites (refer to www.trumbulltmha.org).

Most sites require full interview applications.

As new buildings are constructed, TMHA will accept preliminary applications. Applicants will be required to complete the full interview process at management’s request prior to housing.

The preliminary application process requires the applicant to provide limited basic eligibility information. These forms can be obtained by contacting the application department located 4076 Youngstown Road S.E., Suite 101, Warren, Ohio 44484 either in person or by phone at (330) 369-1533 or by contacting any of the management offices of Trumbull Metropolitan Housing Authority.

The preliminary application will be used to ensure that there are no obvious factors that would make the applicant ineligible. If the preliminary information indicates that they may be eligible, TMHA will schedule full application interviews to complete the process for initial occupancy.

(Note: Placement on the waiting list at this time does not guarantee or imply that the applicant has passed all aspects of the screening and is eligible for an apartment).

A letter will be mailed to the applicant with a date and time to complete the application and interview process. If the applicant fails to show or does not provide all of the information requested in the Appointment Letter, the applicant’s name will be removed from the waiting list. The applicant would then have to re-apply.

If the applicant is no longer eligible, does not appear at the appointment, or no longer wishes to be considered for housing, their name will be removed from all waiting lists. The applicant will have to re-apply. All required documents must be received before the full interview process can take place.

If the applicant completes the full application, signs the forms necessary to verify income, disability, age, criminal history, rental history and ability to get utility services in their name (where applicable) and completes the interview with staff, the process to determine final eligibility will begin. Under normal circumstances, this process will take between two (2) and four (4) weeks.

If the screening and eligibility process indicates that the applicant may be ineligible or unacceptable, a written notice will be mailed stating the reason(s) for the rejection. The applicant will be offered an opportunity to request an informal review of the determination. Requests for informal hearings must be made in writing to TMHA Application Department at 4076 Youngstown Road SE, Suite 101, Warren, Ohio 44484.

All requests must be received no later than 14 days after the date at the top of the Unacceptable/Rejection letter. Any requests received after the 14 day time frame will result in the applicant waiving their right to an informal review.
(NOTE: APPLICANTS ARE REQUIRED TO PROVIDE ACCURATE AND CURRENT MAILING INFORMATION FOR THE PURPOSE OF CONTACTING THEM. IF INFORMATION IS MAILED TO THE LAST KNOWN ADDRESS AND RETURNED, APPLICANTS WILL BE REMOVED FROM THE WAITING LIST AND WILL HAVE TO RE-APPLY. ALL CHANGES MUST BE DONE IN WRITING)

The application shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority’s determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. Applications will be completed during a detailed interview between the applicant family and Housing Authority personnel and shall be maintained on the Housing Authority’s computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Housing Authority reserves the right to require the signature of any or all adult members of the applicant household.

2. Applicants will be required to submit verification documentation as part of the application process. Applicants must have the required documents at the time of the interview to establish a date and time on the waiting list.

3. The Housing Authority reserves the right to suspend application taking for any list located within a sub-jurisdiction or community when the current supply of completed applications exceeds the number of families that could be reasonably expected to be housed within the next twelve months.

4. Applications for public housing will be taken at management offices listed below. Housing Authority staff will ask the applicant which additional sites they wish to apply for. Applicants are permitted to be placed on no more than three (3) waiting lists. Applicants will be informed that if they apply for housing in multiple sites, their names will be removed from all waiting lists once they are housed.

   Additionally, applicants who have failed to accept an offer for housing after three (3) attempts have been made, even if the offers have been from different lists, will have their names removed from all waiting lists.

   Nothing will prevent the applicant from re-applying in the future.

5. The Housing Authority reserves the right to establish times for taking applications, including by appointment. Housing Authority staff will reasonably provide application interviews outside normal hours when necessary as a reasonable accommodation for persons with disabilities.

6. In so far as possible, application interviews shall be conducted in private.

7. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change. All changes must be provided in writing by the applicant.

Trumbull Metropolitan Housing Authority
Admissions and Continued Occupancy Policy
January 2020

C-5
8. The information provided at the time of application must be verified to determine qualification for admission to TMHA’s housing programs. The items that must be verified prior to an offer of housing being made are:

- Family composition and type of household (Elderly/Disabled; Near Elderly; Non-Elderly)
- Annual Income
- Assets and Asset Income
- Deductions from income
- Preference (if applicable)
- Social Security Numbers
- Screening information
- Citizenship or eligible immigration status

9. TMHA is required to substantiate and verify all claims made on the application via third-party procedures. If attempts to obtain third party verification are unsuccessful, TMHA may also use phone verification with the results recorded in the file, dated, and signed by TMHA Staff; review of documents, and if no other form of verification is available, accept applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

10. Applicants reporting zero income will be asked to complete a family expense report form to document how much they anticipate to spend on food, transportation, health care, child care, debts, household goods and what the source of income is for those expenses if they move into a unit operated by TMHA.

11. Applications for admission to the Public Housing program shall indicate the date and time of receipt; the applicant’s race and ethnicity; determination by TMHA as to eligibility of the applicant; unit size; preference, if any; and the date, location and circumstances of each vacancy offered or rejected.

12. Active applications will be purged no less than once every 6 to 12 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, his/her application will be retired from the active file. Returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the PHA whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the PHA if he/she no longer desires consideration for public housing.

13. If it becomes necessary to open or close any waiting list for communities described in this policy, the housing authority will announce the action by public notice through ads in local newspapers. Waiting lists shall only be closed if the housing authority determines that there are more than sufficient applications to cover anticipated vacancies for the next twelve (12) month period and assured that the closing of the waiting list would not have a discriminatory effect that is inconsistent with applicable civil rights laws.

14. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.
### MANAGEMENT OFFICES

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trumbull Homes</strong></td>
<td>1970 Hazelwood SE, Warren, Ohio 44484</td>
<td>(330) 369-3333</td>
</tr>
<tr>
<td></td>
<td><em>(Trumbull Homes/Fairview Gardens/Wick Street, Crestview Duplex)</em></td>
<td></td>
</tr>
<tr>
<td><strong>Highland Terrace</strong></td>
<td>377 Lane Drive SW, Warren, Ohio 44483</td>
<td>(330) 394-9026</td>
</tr>
<tr>
<td></td>
<td><em>(Highland Terrace, Lancer Court, Reo Court Mary, Clearwater, Reo Boulevard Houses)</em></td>
<td></td>
</tr>
<tr>
<td><strong>Riverview Apartments</strong></td>
<td>700 Buckeye Street NW, Warren, Ohio 44485</td>
<td>(330) 399-3250</td>
</tr>
<tr>
<td></td>
<td><em>(Riverview Buckeye, Riverview Tod, Eastview)</em></td>
<td></td>
</tr>
<tr>
<td><strong>McKinley Towers</strong></td>
<td>425 Seneca Street, Niles, Ohio 44446</td>
<td>(330) 652-9101</td>
</tr>
<tr>
<td></td>
<td><em>(McKinley Towers, Northview, Girard Scattered, Washington Avenue Home)</em></td>
<td></td>
</tr>
<tr>
<td><strong>Valley West</strong></td>
<td>529 Brookfield Avenue, Masury, Ohio 44438</td>
<td>(330) 448-1760</td>
</tr>
<tr>
<td></td>
<td><em>(Valley West, Hilltop Gardens, Hubbard Manor Grover, Ventura and Murray Hill Houses)</em></td>
<td></td>
</tr>
<tr>
<td><strong>Parkman Landing</strong></td>
<td>700 Buckeye Street NW, Warren, Ohio 44485</td>
<td>(330) 399-3250</td>
</tr>
<tr>
<td></td>
<td><em>(60 LIHTC units, with 20 units mixed with public housing, and home funding)</em></td>
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</table>
ELIGIBILITY CRITERIA

1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.

2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements:
   a. The applicant family must qualify as a family.
   b. The single person applicant must qualify as a single person.
   c. The applicant's Annual Income as defined in Section B (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of PHA jurisdiction. For LIHTC units, refer to MTSP income limits (50 or 60% MTSP limits apply, depending on the minimum set-aside). For HOME units, refer to the HUD HOME income limits based on AMI.
   d. Since Parkman Landing for Seniors, LIHTC funding (40 units), will not have any subsidy attached, minimum income requirements to apply and move in will be set at 50% rent as a percentage of income. Example: If rent is established at $500/month, minimum income would be $12,000/gross per year. Maximum rent amounts and minimum income amounts can change each year based on MTSP established by HUD. Minimum income requirements are not applicable if an applicant has a Housing Choice Voucher. Maximum income requirements will be set using the MTSP or AMI income limits, using the most restrictive set of income limits. (Effective 10-25-16)
   e. The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type.
   f. The applicant must have a satisfactory record in meeting past financial obligations, especially rent and utility bills. TMHA will only send verifications to utility companies if the development the applicant is applying for does not have utilities supplied by TMHA. In situations where an unsatisfactory record is obtained, the TMHA will consider extenuating circumstances including, but not limited to illness, loss of income or other incidents beyond the control of the applicant prior to the housing authority deeming the applicant ineligible or unacceptable. In cases where non-payment of rent, as a result of loss of income or significant reduction in income is the only factor for deeming an applicant unacceptable, housing authority staff will seek permission to waive the policy and deem the applicant acceptable.

   Applicants receiving negative information from utility companies, if applicable, will be afforded an opportunity to provide information that indicates they are able to obtain utility services either in their name or the name of another adult listed on the application. If they are able to do so, prior to the return of all other screening materials and if this is the only reason for deeming the application unacceptable or ineligible, the application will be deemed acceptable and will not be required to attend an Informal Hearing.

   g. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States Citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include: Public Housing, and the Housing Choice Voucher Program.
h. Any tenant evicted from federally assisted housing by reason of drug-related criminal activity shall not be eligible for federally assisted housing during the 3-year period beginning from the date of such eviction, unless the evicted tenant successfully completes a rehabilitation program approved by the Housing Authority, and/or if the circumstances leading to eviction no longer exists.

i. The housing authority is required to reject the applications of certain applicants for criminal activity or drug abuse by household members:

- TMHA shall reject the application of any applicant that has been evicted or terminated from participating in federally subsidized housing programs for drug-related criminal activity. However, the rejection may be rescinded after an informal hearing has taken place and the housing authority determines that:
  
  (i) The evicted household member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the housing authority.
  
  (ii) The circumstances leading to the eviction no longer exist (for example, the household member is deceased or incarcerated).

j. The housing authority is required to reject the application of a household if it determines that:

- Any household member is currently engaging in the illegal use of a drug, or
- The housing authority has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety or right to the peaceful enjoyment of the premises by other residents, or
- Any household member has ever been convicted of the manufacture or production of methamphetamine, or
- Any member of the household is subject to lifetime registration requirement under any State’s sex offender registration program, or
- Any member of the household’s abuse or pattern of abuse of alcohol may threaten the health, safety or right to the peaceful enjoyment of the premises by other residents.

k. The Housing Authority shall prohibit admission of any applicant or member of the applicant’s household who has been convicted of a crime, felony or misdemeanor, other than drug convictions, as described below. The housing authority will consider relevant information, including factors which may indicate a reasonable probability of favorable future conduct on a case by case basis:

1) Violent Felony Convictions: Suitable for housing if there are no convictions, felony or misdemeanor, seven (7) years after the termination of sentence, probation or final release.

2) Non-violent Felony Convictions: Suitable for housing if there are no convictions, felony or misdemeanor, three (3) years after termination of sentence, probation or final release from parole.

3) 1st or 2nd Degree Misdemeanor Convictions: Suitable for housing if there are no convictions, felony or misdemeanor, eighteen (18) months after termination of sentence, probation or final release from parole.

4) 3rd or 4th Degree Misdemeanor Convictions: Suitable for housing if there are no convictions, felony or misdemeanor, twelve (12) months after termination of sentence, probation or final release from parole.
5) **Criminal Conviction of Lesser Crimes by Reason of Intoxication:** Applicant will need to show evidence of rehabilitation and recovery.

6) **Criminal Convictions of Drug Offenses without Evidence of Rehabilitation and Recovery:** Not suitable for housing.

7) **Traffic Offenses:** Do not apply unless the traffic offenses are repeated DUI’s. In such cases, Applicant must show evidence of rehabilitation and recovery. **Evidence of rehabilitation shall include completion of a rehabilitation and recovery through a recognized rehabilitation program and evidence of abstinence for a period of two (2) years.**

1. The applicant family must have no record, within the past two (2) years, of disturbance of neighbors (sufficient enough to warrant the police being called to the residence), destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect (exceptions can apply to victims of domestic violence):

   (i) The health, safety, or welfare of other residents or neighbors; or

   (ii) The peaceful enjoyment of the neighborhood by other residents; or

   (iii) The physical environment and fiscal stability of the neighborhood.

   (iv) Compliance with the material terms and conditions of the lease.

m. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her designee.

n. Applicants must be able to demonstrate an ability and willingness to comply with the terms of the lease, either alone or with assistance, at the time of admission. This determination shall be made on a case-by-case basis and shall not be used to exclude a particular group by age, handicap, etc.

o. If the applicant is a former resident of public housing, Section 8 project-based or Housing Choice Voucher programs administered by an agency, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the Housing Authority or other HUD subsidized housing program, will not be considered for admission until the account is paid in full.

p. The applicant must **not** have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residences.

   ➢ Any applicant who has been evicted, or skipped without proper notice, from a public housing program or has been terminated from either a project-based Section 8 program or Housing Choice Voucher Program, shall not be eligible to receive any type of housing assistance for two (2) years.

q. **Intentional misrepresentation** of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may have their lease terminated, even if the family meets current eligibility criteria at that time.
r. The applicant family will be screened utilizing reports including, but not limited to, criminal background checks and utility company checks for all adults members listed on the application.
s. Other factors affecting a final determination of eligibility include:
   (i) Household has no outstanding indebtedness to the PHA or any other federal housing program.
   (ii) Family will occupy unit as their sole place of residence.

3. Substance abuse as described in this policy and drug-related criminal activity as described in this policy shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), and Section 428 of the FY 1999 HUD Appropriations Act).

4. Other sources of information for eligibility determination may include, but are not limited to, the interview conducted of the applicant, landlords, employers, social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with Part C; Verification, and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
   a. Evidence of rehabilitation.
   b. Evidence of the applicant family's participation or willingness to participate in social services or other counseling service programs and the availability of such programs.
   c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
   d. In the case of applicants whose capacity and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or Live-In caretakers.

6. The HA will not unnecessarily segregate individuals with handicaps to particular areas or developments. The HA will provide assistance to enable all individuals with handicaps to meet legal requirements; for example, the HA may provide interpreters, Braille or taped versions of leases, recertifications and other legal documents, whatever appropriate and with reasonable notice.

7. Student Eligibility:
   - LIHTC – In general, households made up of full-time students of any age do not qualify. However, there are 5 exceptions to the general rule (IRS 42(i)(3)(D).
   - Public Housing – NO student rule applies.
   - HOME – Any individual who attends an institute of higher learning (full OR part time) who is under age 24 must meet one criteria to qualify (refer to 4350.3).
SCREENING

1. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.

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

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

3. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 et seq), may require each person who applies for admission to the Housing Authority to sign one or more forms of written consent authorizing the Housing Authority to receive information from a drug abuse treatment facility that is solely related to whether the applicant is currently engaging in the illegal use of controlled substances. In a formal written consent, the Housing Authority may request only whether the drug abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.

- The Housing Authority may make an inquiry to a drug treatment facility if the Housing Authority receives information from the criminal record of the applicant that indicates evidence of prior arrest or conviction or the Housing Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant.

4. All applicants shall be screened in accordance with HUD’s regulations and sound management practices. During the screening process, the housing authority will require applicants to demonstrate an ability to comply with essential provisions of the lease as summarized below.

* Pay rent and utility bills as required by the lease in a timely manner.
* Care for and avoid damaging the unit and common areas.
* Use facilities and equipment in a reasonable way.
* Create no health or safety hazards and to report maintenance needs.
* Not to interfere with the rights and peaceful enjoyment of others.
* Avoid damaging property of others.
* Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff.
* Not to engage in drug-related criminal activity.
* Comply with necessary and reasonable rules and program requirements.
5. The applicant’s signed written consent shall expire automatically after the Housing Authority has made a final decision to either approve or deny the applicant’s application for admittance to public housing.

6. The term “currently engaging in the illegal use of a controlled substance” means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant’s illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.

7. Qualifying Applicants for housing:
   a. Verified information will be analyzed and a determination made with respect to
      (i) Eligibility of the applicant as a family
      (ii) Eligibility of the applicant with respect to income limits for admission
      (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status
      (iv) Unit size required for and selected by the family
      (v) Preference, if any
      (vi) Qualification of the applicant with respect to the Selection Criteria
   
   b. The applicant or resident currently owes rent or other amounts to PHA or to another agency in connection with Section 8 project-based program, Housing Choice Voucher Program or Public Housing Program.
   
   c. The applicant has committed any fraud in connection with any federal housing assistance program.
   
   d. The applicant has violated any Family obligation under any Section 8 Housing Choice Voucher Program.
   
   e. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
   
   f. The applicant has an unacceptable Police Record. The applicant or any member of the household who has attained the age of 18 has been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior includes, but is not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age.
   
   g. TMHA will conduct criminal screening via the Trumbull County IJS system/bookings. However, there may be times when a National Record/Criminal Screening is necessary if the client has lived out of the area and/or State of Ohio, or other factors apply.

      TMHA will screen any applicant who has resided or is currently residing out of the State of Ohio with a National Record search.
TMHA may screen any client via National Record search if:
- An arrest, probation, court disposition, or other evidence of criminal behavior disclosed on the application; or
- Any landlord reports listing police calls, evictions, and/or any criminal activity; or
- A combination of all screening that shows a pattern of criminal activity

h. INS Denial

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

(i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,

(ii) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but INS primary and secondary verification does not verify eligible immigration status of all family members; and,

➢ The family does not pursue INS appeal or Housing Authority informal hearing rights; or,
➢ INS appeal and Housing Authority informal hearing rights are pursued, but the final appeal or hearing decisions are not in favor of applicant.

(iii) Live-in aides are not subject to INS Screening.

RECORDS MANAGEMENT AND CONFIDENTIALITY

1. Records Management

   a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.

b. All records obtained for the purpose of applicant screening shall be:

   (i) Maintained in the applicant file in a locked file cabinet.

   (ii) Destroyed no less than five (5) business days after the date on which the Housing Authority gives final approval for an application for admission.

   (iii) Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.
2. Confidentiality

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

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

Any applicant or resident of the Housing Authority affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee or authorized representative of the Housing Authority, which disclosure is authorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority.

If the family is determined eligible for initial assistance, TMHA’s copy of the criminal report shall be kept in a locked cabinet, separate from all other documents, for a period of no less than three (3) years.

3. Disclosure of Criminal Records to Family: Before the housing authority takes any adverse action based on criminal conviction records, the applicant will be provided a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Residents may contest such records at court hearings in cases where the criminal conviction records rises to the level of eviction.

**Verification of Income and Circumstances for Initial Eligibility and Continued Occupancy**

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

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;

2. Third party verification forms supplied by the PHA and returned properly completed by employers, public welfare agencies, etc. Self-certification for assets less than $5,000.
3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within sixty (60) days current. No determinations will be made based upon information/documents more than two (2) months old;

4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);

5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;

6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;

7. Verification of disability, if necessary, to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency, or in the case of a request for a reasonable accommodation, a knowledgeable professional in accordance with the Reasonable Accommodation Policy and Procedure.

8. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, State of Ohio Department of Law Enforcement, county sheriff’s department or police departments, where warranted in individual cases;

9. Receipts for utility services;

10. Applicants reporting zero income will be asked to complete a family expense report form to document how much they spend on food, transportation, health care, child care, debts, household goods and what the source of income is for those expenses.

11. TMHA is required to substantiate and verify all claims made on the application via third party written procedures. If attempts to obtain third party verification are unsuccessful, TMHA may also use phone verification with the results recorded in the file, dated, and signed by TMHA Staff; review of documents, and if no other form of verification is available, accept applicant certification. **Applicants/Residents must cooperate fully in obtaining or providing the necessary verifications.**

➢ Families claiming zero income are required to fill out the Zero Income Form and recertify every six (6) months.
12. Verification of Citizenship/Eligible Immigrant Status

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


b. Eligible Immigrants who were Participants and 62 years of age or over on June 19, 1995. A signed declaration of eligible immigration status and provide proof of age.

c. Non-citizens with eligible immigration status. A signed declaration of status and verification consent form and original immigration documents, which are copied and returned to the family. The PHA will verify the status through the INS SAVE system. If this primary verification fails to verify status, the PHA will request within ten (10) days that the INS conduct a manual search.

d. Ineligible family members who do not claim to be citizens or eligible immigrant must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

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

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

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

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

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

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

13. The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to the PHA and to HUD such information as PHA or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. **Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete, inactive or ineligible.** The application will be cancelled and/or destroyed and the applicant will need to re-apply.

A resident who fails to cooperate or to release information may have their lease or assistance terminated for failing to comply. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy is not more than three (3) months old at the time an applicant is selected for admission or current resident is certified for continued occupancy, and the applicant or resident certifies by written/notarized statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission/re-certification. If data is more than three (3) months old, all factors are to be re-verified and findings recorded.

As part of the application record of each applicant determined to be eligible for admission or continued occupancy, the Resident Selection Coordinator or Housing Manager shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant or resident and his family meet all the conditions governing eligibility.

14. **Special verification requirements for phase-in rents (Existing Residents Only):**

All residents who claim earned income exclusions under the phase-in rent policy, must report the new earned income or increased income within ten (10) days after they begin.

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

No resident is automatically entitled to earned income exclusions. Determination of the eligibility for the earned income exclusion is the sole responsibility of the Housing Authority. Notwithstanding the above, it is the responsibility of the resident to supply the complete and accurate information that the Housing Authority requires to make an eligibility determination.
In the event that the Housing Authority determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, the Housing Authority may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

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

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

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

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

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

16. According to the IRS, LIHTC units comprised entirely of full-time students do not qualify as low-income units. If an applicant or tenant has a family made entirely of full-time students, the applicant will be denied and/or resident will be sent a termination/vacate notice (refer to IRS regulations for exceptions). HOME units have a student rule also (refer to the student rule for Section 8 New Construction in the HUD handbook 4350.3).

Determination and Notification of Eligibility

1. As soon as possible after receipt of an application, the Housing Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy, and will determine whether a preference exists.
Verified information will be analyzed and a determination made with respect to

(i) Eligibility of the applicant as a family
(ii) Eligibility of the applicant with respect to income limits for admission
(iii) Eligibility of the applicant with respect to citizenship or eligible immigration status
(v) Unit size required for and selected by the family
(vi) Preference, if any
(vii) Qualification of the applicant with respect to the Selection Criteria

In the event an applicant family is determined to be eligible, the family shall be placed on the waiting list, and informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact.

The PHA will communicate to the applicant an estimate of how long a wait it will be. Typically this is done in writing. It is impossible for the housing authority to give precise dates for occupancy.

2. Apparently eligible applicant families will be notified that its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission.

3. In the event an applicant family is determined to be unacceptable or ineligible it shall also be informed in writing of the basis for this determination.

Unacceptable applicants, including, but not limited to, applicants that have intentionally misrepresented the facts upon which eligibility is determined, will be promptly notified by a Notice of Rejection stating the basis for the determination and offering the opportunity for an informal hearing. (Informal hearings on initial occupancy are different from the Grievance Procedures offered residents of the program.)

If negative information is received, the housing authority will consider the time, nature and extent of the applicant’s conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, the mitigating circumstances must be verifiable.

Mitigating circumstances are facts relating to the applicant’s negative rental history or behavior, that, when verified, indicates the reason for the unsuitable rental history or behavior is no longer in effect or is under control, AND applicant’s prospect for lease compliance is an acceptable one, therefore, justifying admission. Mitigating circumstances must overcome and outweigh information already gathered in the screening process.

If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, the housing authority will refer such information to persons qualified to evaluate the evidence. The housing authority shall have the right to request additional information to verify the mitigating circumstances, even if the information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify reasonable accommodations.

Examples include evidence of rehabilitation, evidence of the applicant’s participation in social service or other appropriate counseling service or evidence of successful or sustained modification of previous disqualifying behavior.
Consideration of mitigating circumstances does not guarantee the applicant will qualify for admission. The housing authority will consider the following:

* Circumstances in light of the applicant’s ability to verify the circumstances, prospects for improved future behavior
* Applicant’s overall performance with respect to the screening process
* The nature and seriousness of any criminal activity, especially drug-related criminal activity that appears on the applicant’s record.

Applicants known to have a disability that that are eligible but fail to meet the Selection Criteria may be offered a second meeting to determine whether reasonable accommodations will make it possible for them to be housed.

The applicant will be advised that if they wish to have an informal review, a written request must be submitted to the Administrative Offices of TMHA, 4076 Youngstown Road SE, Suite 101, Warren, Ohio 44484 and to the attention of Public Housing Hearing Department and must be received within 14 calendar days of the date of the notification of ineligibility. Failure to request an informal hearing in writing within the 14 calendar day period is just cause for the decision to be upheld.

All applicants deemed unacceptable will not be permitted to re-apply for a period of one (1) year, from the date of their application, whether they requested an informal hearing or not.

Ineligible applicants include, but may not be limited to, those that fail to provide information necessary to screen the application in accordance with this policy and those whose income is in excess of the income limits currently being used.

Ineligible applicants may reapply at any time.

Applicants whose applications have been withdrawn due to unintentional misrepresentation of facts will not be eligible to apply for a period of at least six (6) months.

4. Thorough investigation of each application will be conducted during the Tenant Interview. Eligibility will be verified by the PHA staff within the provisions of this policy. The Tenant Interview will be conducted at the time that the application is submitted for review.

5. In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

6. Informal Review

   a. If a request for a review is received within the specified fourteen (14) day period, PHA will notify the applicant, in writing, of the scheduled time and date of review.

   b. The PHA will appoint a Review Officer to conduct the informal review. The Review Officer shall be a Housing Authority employee or other designated individual who did not participate in the original determination of denial. The Review Officer shall not be a subordinate of the party who made the original decision to deny.
c. The applicant will be apprised that they may be represented by legal counsel or other representative at his/her own expense.

d. The PHA will present factual or other basis for its decision. The applicant may also present his/her position. Subject to the direction of the Review Officer, the applicant and the Housing Authority may offer and examine evidence and question any witnesses.

e. The Review Officer will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon evidence presented at the hearing. A copy of the decision will be furnished to the applicant.

f. The PHA will not be bound by a decision of the Review Officer if it is determined that the Officer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal statute, or state or local law that imposes obligations on applicants or residents.

g. The record of such review/determination will be maintained by the Housing Authority’s Central Office.
OCCUPANCY STANDARDS

General occupancy standards for determining number of bedrooms are:

a.  

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>MINIMUM MEMBERS</th>
<th>MAXIMUM MEMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Efficiency</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>One Bedroom</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Two Bedroom</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Three Bedroom</td>
<td>3</td>
<td>6</td>
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<tr>
<td>Four Bedroom</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>Five Bedroom</td>
<td>5</td>
<td>10</td>
</tr>
</tbody>
</table>

b.  TMHA may assign a family to a larger unit, based on Occupancy Standards, if:

(i) no eligible family in need of the larger unit is available to move into the unit, and the family agrees to move at its own expense when a proper size unit becomes available, or

(ii) a family needs a larger unit as a reasonable accommodation for a family member who is a person with a disability.
Selection From the Waiting List

TMHA will follow statutory requirements to insure that at least 40% of newly admitted families in any fiscal year will be families whose annual income is at or below 30% of the median income and de-concentrate any development whose average income does not meet requirements set forth by HUD. To insure that this requirement is met, TMHA will monitor the income of new families and the income of families on the waiting list.

If it appears that the requirement to house extremely low-income families will not be met or the requirement to meet de-concentration goals established by HUD are not being met, TMHA will skip families to meet the requirement.

To assure equal opportunity and non-discrimination in selection and assignment of dwelling units, TMHA will offer housing to eligible applicants in the order applications were received after consideration has been given to applicants with, if any, cited in this policy.

The PHA plan for selection of applicants and assignment of dwelling units will be done in accordance with Plan A as listed in handbook 7465.1 Rev. 2. Under this plan, the first qualified applicant in sequence on the waiting list will be made one offer of a unit of appropriate size as amended by income targeting and de-concentration goals.

TMHA will maintain a record of each unit offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for rejection of an offer of an applicant.

Prior to placement, current and complete information must be furnished to verify eligibility and to determine rent amount.

As a part of the Application Record, the Executive Director or his designee will certify the actions taken and determination made in writing to the applicant.
Assignment, Rejection and Acceptance of Units.

Once it has been determined that the applicant has passed the criminal background check, can obtain utilities in their name (except under circumstances previously mentioned in this document) and has received a satisfactory landlord report, the application will be returned to the appropriate development for final processing and verification of income and expenses.

Upon receipt of all necessary information, and when TMHA discovers that units are available, TMHA will contact the first qualified applicant via mail to make the offer of housing (persons with disabilities will be permitted to designate an acceptable method of communication as a reasonable accommodation). The applicant will be given seven (7) calendar days from the date of the letter to contact TMHA to either accept or reject the offer of housing. Multiple letters may be mailed for the appropriate available unit(s) or developments(s) within the list the applicant has applied for. Applicants will be permitted to indicate up to three (3) choices (if multiple units are available) and confirm their intention to accept or reject the offer for housing.

Families are encouraged to view units or developments upon receipt of a unit offer and prior to accepting or rejecting the offer.

If the family rejects the unit for good cause, (including but are not limited to proximity to work, school or job training; inaccessibility to children’s daycare; accepting the unit would cause the adult family member to quit a job, drop out of school or training or take a child out of childcare; providing compelling documentation that accepting the unit would place a family member’s life in danger; temporary health conditions or the unit is inappropriate for the applicant’s disabilities), they will not lose their place on the waiting list. There are exceptions for requests for reasonable accommodations. The exception shall allow program participants to refuse a unit for good cause in relation to a reasonable accommodation for an individual with a disability. Additionally, the PHA will continue to engage in the interactive process to assist the program participant with locating housing that meets the disability-related needs. Good cause refusals must be documented in writing to the greatest extent possible. TMHA reserves the right to evaluate and determine their validity on a case-by-case basis. Applicants refusing units for good cause may maintain their place on the waiting list for six (6) months. Applicants will be permitted one refusal for good cause. Subsequent refusals will result in the applicant’s name being dropped to the bottom of the waiting list.

If a family has been skipped by TMHA in order to meet de-concentration goals, they will not lose their place on the waiting list and will be offered the next appropriate unit.

All applicants who refuse one offer of housing will be moved to the bottom of the waiting list. A new application date will be issued. For the purpose of this procedure, refusals include, but may not be limited to, contacting the management office to inform TMHA that they are unable to move at the present time or failing to respond in any way to the offer.

If an offer for housing is returned by the postal service, TMHA will verify that the letter was mailed to the last known address. If the address on the offer letter is correct, TMHA will contact either the applicant or a person designated by the applicant to receive correspondence, by phone, to inform them that an offer for housing was mailed and returned. If TMHA does not receive a return call from the applicant within seven (7) days of the phone contact, the applicant’s file will be noted, the application will be cancelled and the unit offered to the next qualified applicant. Nothing would prevent the applicant from re-applying.
Applicants failing to accept an offer for housing after three (3) offers have been made from any particular list, will have their application cancelled and name removed from the waiting lists, even if the offers for housing were not made from the same waiting list. Nothing would prevent the applicant from re-applying.

If a family accepts the offer for housing and continues the move-in process, an appointment will be made for the applicant to attend a lease briefing. At the meeting all applicants will be provided a copy of their lease, grievance procedure, utility charges (where applicable), current schedule of maintenance charges and a copy of the reasonable accommodation form (# 249).

The applicant will have no more than twenty (20) days to complete the move in. If an applicant fails to complete the move-in procedure within 20 days, the application will be returned and a letter mailed by the Management Staff informing the applicant that their application has been cancelled for failing to move into a unit that they accepted.

The lease briefing will be conducted privately between a qualified TMHA Staff member and all adult leaseholders. Upon completion of the lease briefing, two (2) original copies of the lease will be executed. One original will be given to the Head of Household and one original will be retained by TMHA.

Families moving into public housing will pay a security deposit at the time of lease signing in the amount of $50.00 or one month’s rent, whichever is greater. TMHA reserves the right to allow new residents to pay security deposits in installments not to exceed 60 days. The site manager has the authority to negotiate installments with new move-ins, but must also insure tracking of the deposit is properly documented and collected.

**If a family transfers from their original unit into another unit, the security deposit for the first unit will be transferred to the new unit. If the security deposit for the second unit is greater than that for the first, the difference will be collected from the family within 30 days of the transfer. If the security deposit for the second unit is less than that of the first unit, the entire security deposit will be transferred to the new unit.**

In the event there are maintenance charges attributed to the family that are directly related to bringing the first unit into move-in condition for re-renting, the family shall be billed. Family is responsible for all negligent or intentional repairs beyond items repaired or replaced for normal wear and tear.

**Resident Selection**

Policies are designed to accomplish the following through regulations set for by DHUD.

a. To attain, to the maximum extent feasible, a resident body in each development that is composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families with serious social problems.

b. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the development’s environment.

c. To give a preference in selection of residents to applicants that qualify for local preference.

d. To establish objective and reasonable policies for selection by the PHA among otherwise eligible applicants.
Local Authority Records

With respect to applications for admission to any low-rent public housing assisted under the United States Housing Act of 1937 shall indicate the assigned application number which is a record of the date of receipt; the determination as to eligibility; if eligible, the unit size needed; applicable preferences, if any; the circumstances of each vacancy offered and/or refused; as well as the date any application was retired. Local Authority records with respect to inquiries from families during a period of temporary suspension of formal application-taking shall indicate enough information to locate the family when application-taking resumes.

Leasing of Dwelling Units

1. Lease Agreement

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

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

   b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.

   c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another PHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household.

   The PHA executes a new lease when the family moves.

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

   d. Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy (ACOP) and the Grievance Procedure.
e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each lease termination and eviction proceeding if so needed.

f. Live-in Aides, as defined in Section B, will not be party to the lease nor will their income be taken into consideration in the calculation of resident rent. Families requiring Live-in-Aide assistance must have such assistance approved by the PHA prior to the person occupying the dwelling unit. In the event that the family vacates the unit, the aide will be required to vacate as well. In no case will the aide be considered the remaining member of the tenant family.

2. Security Deposit

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

Families moving into public housing will pay a security deposit at the time of lease signing in the amount of $50.00 or one month’s rent, whichever is greater. TMHA reserves the right to allow new residents to pay security deposits in installments not to exceed 60 days. The site manager has the authority to negotiate installments with new move-ins, but must also insure tracking of the deposit is properly documented and collected.

Security deposits shall be returned to the tenant within 30 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of disposition explaining why the Housing Authority is withholding the security deposit will be sent.
ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

1. **Purpose** - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.

2. **Application Procedure** - The resident of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.

3. **Eligibility Criteria**:
   a. All new member(s) must be determined eligible in accordance with Part C eligibility criteria.
   b. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Part C, Occupancy Standards.

4. **Application Denial**. The PHA may deny the application for any of the following reasons:
   a. Applicant(s) do not meet Eligibility Criteria as outlined in Part C.
   b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Part C.
   c. Applicant(s) do not meet the criteria for family as established in Part B.
   d. Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
   e. Other reasons as determined from time to time by the Executive Director.

5. **Additions which do not require approval of the applications**. The PHA shall not deny approval for any of the following:
   a. Newborn infants of members currently on the lease.
   b. Minor children of members currently on the lease who were removed from their care by court action and are being returned.

6. **House Guests**. Dwelling units are adequate in size for the resident family only. House guests staying with the family for a period in excess of 15 days per year shall be permitted only upon advance written consent of the Housing Manager.
APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE
A BUSINESS IN THE UNIT

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

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

1. Occupancy by police officers

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

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

Terms and conditions of tenancy

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

TMHA may opt to waive the flat rent of a police officers unit. If applied, the police officer shall perform public service to the development he/she resides in. Public service shall be calculated by using current wages earned times hours of public service and shall be equal to 1 ½ times the unit’s flat rent.

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

CONTINUED OCCUPANCY
ELIGIBILITY FOR CONTINUED OCCUPANCY

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

1. Who qualify as a family as defined by federal requirements and this policy (see definition in Part B).

2. Who conform to the Occupancy Standard established for lower income housing (see Part C).

3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and

4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history, which may be reasonably expected to adversely affect:
   a. The health, safety, or welfare of other residents
   b. The peaceful enjoyment of the neighborhood by other residents
   c. The physical environment and fiscal stability of the neighborhood

5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

6. Who have not been involved in drug related or criminal activity.

7. Who have not been convicted of a crime.

8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.

9. Who is not subject to a lifetime registration requirement under the state sex offender registration program.

10. Who meet the requirements for community service or participation in self-sufficiency programs.

11. Who continues to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for termination of the lease.

12. Who are, with the aide of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. Remaining member(s) of a resident family may be permitted to remain in occupancy provided that the Housing Authority, in its sole judgment, determines that the remaining person(s) is (are):
a. Otherwise eligible for Continued Occupancy, and

b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and

c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and

d. Who are, with the aid of such assistance available to the family, able to meet all lease obligations.

13. In the event of the receipt of unfavorable information, consideration will be given to the time, nature, and extent of the applicant’s conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;

b. Evidence of the family’s participation in, or willingness to participate in, social services or appropriate counseling service programs and the availability of such programs;

c. Evidence of the family’s willingness to attempt to increase family income and the availability of training or employment programs in the locality.

14. **Citizenship/Eligible Immigration Status**

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

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

a. **Mixed Families:** A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called “mixed”. Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

b. **No eligible members:** Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

c. **Non-citizen students:** Defined by HUD in the noncitizen regulations and are not eligible for assistance.
INSPECTIONS AND REEXAMINATIONS

INSPECTIONS

1. Move-In Inspections

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

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

2. Inspections

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

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

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

Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the re-inspection will occur within twenty-four (24) hours. Non-compliance by the family may result in termination of tenancy.
3. **Move-Out Inspections**

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

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

**REEXAMINATIONS**

Re-examinations are conducted on an annual basis. Reexaminations are conducted in Management offices at least three (3) months in advance of the anniversary date.

4. **Purpose**

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

a. Comply with the Federal requirements relating to annual reexaminations.

b. Determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.

c. Determine if the unit size and type is still appropriate to the family’s needs and in compliance with the Occupancy Standards.

d. Establish the Total Tenant Payment and the tenant rent to be charged to the family.

5. **Annual Reexaminations**

Annual reexaminations are necessary to comply with the federal requirement that each family, excluding families paying flat rent, have its eligibility reexamined at least every twelve months. Families paying flat rents shall have its eligibility reexamined every three (3) years. The TMHA will conduct annual reexaminations on all residents; this includes those paying a flat rental amount.

At any time, the resident may report changes in income and family circumstances to obtain an appropriate rent adjustment. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 90 days current. The family will be notified in writing of any changes in rent 30 days prior to the effective rent change, unless the resident has failed to comply with requests to supply information in accordance with the regulations.

Failure to complete reexamination is a serious lease violation that will result in termination of tenancy or housing assistance. Failure to complete reexamination includes:
a. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.

b. Refusal to properly execute required documents.

6. **Interim Reexaminations**

The PHA must conduct interim re-examinations if income has decreased, causing a decrease in rent. The decrease must be reported within ten (10) days of the occurrence to ensure that the new rent goes into effect the 1st of the next month. Change in family composition also results in an interim re-examination.

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

a. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Housing Authority in advance in accordance with Part C; Admission of Additional Members.

b. The loss or addition of a wage earner.

c. The loss or addition of an income source.

d. In cases of ten (10) month employment cycles, for example public school food service workers, custodial workers and teacher aides, no interim rent changes shall be effective during the two (2) months of non-employment. Instead, the ten (10) month income shall be considered Annual Income and shall be computed on a twelve (12) month basis following the normal eligible deductions for dependents, etc.

e. Rent adjustments shall not be made for sporadic changes in income due to irregular work schedules of less than thirty (30) days in duration (e.g. sick days, temporary reduction in hours, etc.). Rent adjustments will be made accordingly:

(i) Interim decreases in rent shall become effective the first month following that in which the tenant reported the change except that in the corrections of error.

(ii) Interim increases in rent shall become effective the first of the second month following that in which the change occurred.

(iii) If it is found that the tenant has misrepresented him/herself on the facts associated with which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to the appropriate date.

f. The PHA reserves the right to require participating families to undergo an interim reexamination to comply with changes to HUD rules and regulations.
g. Families claiming to have no income will be required to execute verification forms to determine that there is no source of income being received by the household. Families with no income will complete a “Zero Income Form” every six (6) months to determine level of assistance, until such time that traditional cash income is received in the household.

h. For LIHTC units, no interim certifications are completed. Household income must be established for the next 12 months as accurately as possible.

7. Processing Reexaminations

All reexaminations shall be processed under the following conditions:

a. All data must be verified and documented as required in Part C, Verification. The Housing Authority will NOT adjust rent downward until satisfactory verification is received.

b. Lease terminations resulting from reexaminations shall be conducted in accordance with the terms of the lease.

c. Families that are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.

d. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from Annual Reexamination shall be incorporated into the new lease, which shall be executed by the Housing Authority and the tenant or by "Notice of Rent Adjustment".

e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the Housing Authority.

f. Interim increases in rent are to be made effective on the first day of the month following a thirty (30) day notice period.

g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by PHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.

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

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

1. “Good cause” as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in the lease.

2. The Housing Authority may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).

3. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

4. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.

5. The Housing Authority may terminate the lease for any violent or drug-related criminal activity on or off of the premises of the Housing Authority, or any activity resulting in a felony conviction.

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

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

6. The Housing Authority may terminate or not renew the lease for failure to meet community service or participation in self-sufficiency program requirements.

7. The Housing Authority may terminate the lease for failure to pay charges, including late charges or charges for damage to Housing Authority property.

8. The Housing Authority may terminate the lease for lying about material facts in any written Housing Authority statements.

9. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.

10. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.
11. The Housing Authority may terminate the lease for failure to pay resident purchased utilities.

12. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household for more than fifteen (15) days per calendar year. PHA management may find that extenuating circumstances exist, however. The Housing Authority will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g., driver’s license, job application, etc.).

13. The Housing Authority may recover cost of filing eviction actions by passing them on to the resident except in those cases where the court rules in favor of the resident. Charges would be levied in accordance with the current fees charged by the court with jurisdiction in the case.

14. Procedure for termination of the Lease shall be as follows:

a. The Housing Authority shall give fourteen (14) days written notice of termination if said termination is caused by Resident’s failure to pay rent.

b. The Housing Authority shall give a reasonable time period, but not to exceed thirty (30) days if the health or safety of other tenants, Housing Authority employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction, except that if the state or local law provides for a shorter period of time, such shorter period shall apply.

c. The Housing Authority shall give thirty (30) days written notice of termination in all other cases.

d. A written record of every lease termination shall be maintained by the Authority and shall contain the following information:

   (i) Name and identification of the unit occupied

   (ii) Date and copy of Notice of Termination

   (iii) Specific reason(s) for Notice to Terminate

   (iv) Date and method of notifying tenant of reasons for lease termination

   (v) Summary of any conference(s) with the tenant, including names of conference participants
15. **Over-Income Limit (HOTMA) FR Vol 83, No 144**

After a family’s income has exceeded 120 percent of the area median income (AMI) for two consecutive years, TMHA must:

a. Terminate the family’s tenancy within 6 months of the second income determination; or

b. Charge the family a monthly rent equal to the GREATER of

   1. the applicable Fair Market Rent (FMR); or
   2. the amount of monthly subsidy for the unit, including amounts from operating and capital fund, as determined by regulations

TMHA must notify the family of the potential changes to monthly rent after one year of the family’s income exceeding the over-income limit.

24 CFR 960.261 Unless it is required to do so by local law, TMHA may not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing, if the family has a valid contract for participation in an FSS program under 24 part 984. A PHA may not evict a family for being over the income limit for public housing if the family currently receives the earned income disallowance provided by 42 U.S.C. 1437a(d) and 24 CFR 960.255.
Transfer Policy:

Reassignment or transfers to other dwelling units shall be made without regard to race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws.

Transfer requests can be a reasonable accommodation for individuals with disabilities, including cost responsibility and rejections for good cause, in accordance with the transfer policy in the Reasonable Accommodation Policy and Procedure.

Objectives of the Transfer Policy

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

Residents shall not be transferred to a dwelling unit of equal size either within a development or between developments, except for alleviating hardships as determined by the Director or his designee.

Residents will receive one offer of transfer. Refusal of that offer without good cause will result in lease termination for transfers that are considered mandatory or the removal of the household from the transfer list for voluntary transfers (see Reasonable Accommodations Policy for exceptions).

All transfers shall be made at resident’s own cost except in the case of demolition and modernization (see Reasonable Accommodations Policy for exceptions).

Mandatory Transfers:

All transfers in this category will take precedence over new admissions.

Emergency Transfers are executed when the housing authority determines that conditions pose an immediate threat to resident’s life, health or safety of a household member. Life threatening conditions must be verified.

Examples of emergency transfers include but are not limited to:

Residents who agree to testify in court in Drug-related and criminal activities that threaten the health and safety of TMHA employees or other residents.

In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a unit in the appropriate size is available. If the appropriate size is not available, the family may be over-housed but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an appropriate unit available at another Housing Authority-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.
When a resident is transferred because the unit has become uninhabitable, the management of the Housing Authority shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent. Based on this determination, the following actions will be taken:

(a) If the condition of the unit is the fault of the Housing Authority, the resident shall be provided with relocation assistance such as the cartage of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.

(b) If the condition of the unit is the fault of neither the Housing Authority nor the resident, as in the case of a natural disaster, the Housing Authority may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.

(c) If the condition of the unit was caused by the resident, his family or guests, no relocation assistance will be provided and the resident may be charged for all damages to Housing Authority property. A transfer to a correctly sized apartment will be considered permanent.

Administrative Transfers for witnesses of crimes that may face reprisals, victims of hate crimes, to alleviate verifiable medical problems that are not of a life-threatening manner, to permit modernization or demolition, or permit a family that requires a unit with accessible features to have that unit, or to avoid concentration of the economically and socially deprived families.

If a site requires modernization type work that necessitates vacating apartments, the affected resident will be relocated at the Housing Authority’s expense in available vacant units within the Housing Authority. If determined feasible by management, the Housing Authority will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the PHA Board of Commissioners and the Executive Director or his/her designee. The Housing Authority may suspend normal transfer procedures to facilitate modernization type activities.

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

Transfers for Non-Handicapped Families Living in Handicapped Designated Units.

(i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a handicapped designated unit and the tenant family occupying the unit is not a family with disabled individuals, the tenant agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.

(ii) The PHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the PHA may from time to time rent a handicapped designated unit to a family that has no disabled members. The PHA will advise the family of the requirements to transfer if and when a handicapped
designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.

(iii) This section establishes both that the Housing Authority has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped designated units and that the non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:

(a) Transfers into a non-handicapped designated unit will be made within the same neighborhood unless that size unit does not exist on the site.

(b) Transfers to a non-handicapped designated unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.

(c) Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.

(d) The non-handicapped family may be provided with relocation assistance such as cartage of household goods, and relocation expenses, the costs and methods of which are to be determined by management.

**Occupancy Rate Transfers** To relieve overcrowding or under-housing.

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

(i) Determination of the correctly sized apartment shall be in accordance with the Housing Authority's Occupancy Standards.

(ii) Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site.

(a) Residents who are under-housed by two bedrooms;

(b) residents who are over-housed by two bedrooms;

(c) residents who are underhoused by one bedroom;

(d) residents who are overhoused by one bedroom;
(iii) The PHA may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.

(iv) The number of units offered to a family transferring will be one (1) unless there is a hardship situation as determined by PHA. If the resident refuses the dwelling unit offered, the lease may be terminated by management.

(v) Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if the Housing Authority determined that a transfer would cause a hardship to the family.

(vi) Transfers shall be made to correct occupancy standards and shall take precedence over new admissions.

(vii) Upon redetermination, the resident will be notified of any transfer to another dwelling unit and that such dwelling is available by receipt of a Notice of Termination from PHA with at least fifteen (15) days following the notice to transfer to the new dwelling.

**Voluntary Transfers**

Transfers in this category are considered low priority and will only be granted if all mandatory transfers have been completed. *Transfers in this category will not take precedence over new admissions.*

To address hardships identified by residents, and supported by documentation provided to TMHA by the resident.

**Employment reasons:** (closer to employer)

**Self-sufficiency:** (closer to school, closer to job training, closer to childcare provider)

**Social Reasons:** * (transfers to address situations that interfere with the peaceful enjoyment of the premises by other residents or the family requesting the transfer)

*TMHA is under no obligation to transfer residents for social reasons unless all other requests for transfers for cause have been satisfied.

**Maintaining the Transfer Lists:**

a. The Executive Director or other designated staff shall:

   (i) Prepare and prioritize a transfer list for each neighborhood monthly.

   (ii) Notify residents by letter of their pending transfers or approval of transfer request.

   (iii) Determine whether a vacancy is used for transfer or move-in.
(iv) Maintain transfer logs and records for audit.

(v) Notify residents with pending transfers as their name approaches the top of the list.

(vi) Conduct home visits at the current dwelling unit for housekeeping.

(vii) Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.

(viii) Participate in evaluation of requests for transfer based on requests for reasonable accommodation for an individual with a disability.

(ix) Issue final offer of vacant apartment as soon as vacant apartment is identified.

(x) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident fifteen (15) working days to complete transfer.

(xi) Process transfer documents to appropriate PHA staff.

(xii) Participate in planning and implementation of special transfer systems for modernization and other similar programs.

(xiii) Inspect both apartments involved in the transfer, charging for any resident abuse.

(xiv) Family pays all outstanding charges due the PHA. The resident’s security deposit may be transferred to the new dwelling unit provided the PHA does not claim all or any part of the security deposit. The resident shall pay all or any part of the security deposit required for the new dwelling unit, to either replace or supplement the security deposit from the original dwelling unit, or any balance remaining after any claims are made by the PHA.

(xv) Family signs new lease.

b. Only one offer of an apartment will be made to each resident being transferred within his or her own neighborhood. A resident being transferred outside his or her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. If a resident with disabilities rejects a transfer to a unit offered by TMHA as a reasonable accommodation with good cause, the PHA will continue to work with the resident to locate a more suitable unit for the resident. If a resident with disabilities rejects a transfer to a unit offered by the PHA as a reasonable accommodation without good cause, the resident's reasonable accommodation request to transfer to a different unit will be deemed as invalid and the resident will have to resubmit a reasonable accommodation request if they would like to attempt to transfer again as a reasonable accommodation.

c. Any resident aggrieved by any action or inaction of the PHA relative to his/her transfer request may file a request for a hearing in accordance with the Grievance Procedure.

d. In general, and in all cases of resident requested transfers, residents will be considered for transfer only if the head of the household or any other member of the family
➢ Have not engaged in criminal activity that threatens the health and safety of resident and staff
➢ Do not owe back rent or other charges related to promissory notes
➢ Meet housekeeping standards and have no outstanding housekeeping lease violations
➢ Can get utilities turned on in the name of the **head of the household.**

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

ABANDONMENT POLICY IS SUBJECT TO REQUESTS FOR REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH DISABILITIES

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

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

The Housing Authority will post a seven (7) day notice at the abandoned unit. The seven (7) day notice shall inform the participant family of the Housing Authority’s intention to terminate the lease and related actions. If the participant family does not respond to the notice within (7) seven days, the family’s lease will be terminated and the Housing Authority will enter the unit to remove any remaining personal possessions. PHA may remove and dispose of any personal property, left in the resident’s dwelling or elsewhere on the PHA’s property in accordance with State of Ohio Statutes, after resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to resident or assessed against resident’s security deposit, unless in PHA’s sole discretion, it is determined that verifiable conditions existed which prevented the resident from occupying the dwelling.
TRUMBULL METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part E

FRAUD
FRAUD

Trumbull Metropolitan Housing Authority takes an aggressive approach against fraudulent acts in its housing programs. Clients are required to provide accurate, current, complete and true information relative to their household income and composition.

For the purpose of this policy, fraudulent activity is defined as a person who knowingly makes or caused to make false or misleading statements or representations to benefit themselves, another person or household, or to realize housing or housing benefits subsidized by Trumbull Metropolitan Housing Authority or other federally subsidized programs that they would not normally be entitled to receive had all information been provided.

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

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

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.

2. If any examination of the client’s file discloses that they made any misrepresentation (at the time of admission or any previous reexamination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the client may be required to vacate the apartment even though he/she may be currently eligible.

3. A client family who has made misrepresentation of income or family circumstances is subject to eviction, loss of assistance and being declared ineligible for future housing assistance.

4. If it is found that the tenant’s misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy. Failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease or assistance. The Housing Authority reserves the right to demand full payment within seven days.

5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the PHA to press state and Federal authorities for prosecution of cases that, in the Housing Authority’s judgment, appear to constitute willful and deliberate misrepresentation.

Additional Information on Fraud can be found in Appendix O and P
TRUMBULL METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part F

RENT POLICY
RENT POLICY

1. Minimum Rental Amount

The PHA has established a minimum Total Tenant Payment of $50.00 per month for all Public Housing Developments.

2. Rent Collection

   a. Rent is due on the first of each month and is considered late if not paid by the sixth day of the month.
   
   b. A 14-Day Notice of Termination will be served on the tenant on the seventh (7th) day of the month if rent is not paid. If the total rental payment due is not paid within fourteen (14) days, the PHA will issue an unlawful detainer and file in court for all monies due and for possession of the unit. Rent will be accepted up until the court date. Should the resident wish to settle the suit out of court, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction.

   c. If a family is served four (4) late notices within a twelve (12) month period, their lease shall be terminated for chronic rent delinquency.

3. Payments After the Delinquency Date

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

4. Tenant Repayment Agreement. Tenants are required to reimburse the PHA if they were charged less rent than required by HUD’s rent formula due to the tenant’s underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA must terminate the family’s tenancy or assistance, or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.

Notice PIH 2010 - 19 (HA)

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

F-1
a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
b. The monthly retroactive rent repayment amount is in addition to the family’s regular rent contribution and is payable to the PHA.
c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family’s income.
d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able determine retroactive rent for the three years for which documentation is available.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family’s monthly adjusted income. However, PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

**Example:**
- Family’s monthly adjusted income is $1,230.
- Family’s monthly rent payment is $369 (30% of the family’s monthly adjusted income).
- 40% of the family’s monthly adjusted income is $492.
- The monthly payment for the repayment agreement should not exceed $123 per month ($369 monthly rent + $123 repayment = $492, 40% of the family’s monthly adjusted income.)

**Repayment Time Period.** The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

**Example:** The tenant agrees to repay $1,000, by making a monthly payment of $25 for 40 months.

**Repayment Options.** Tenants have the option to repay the retroactive rent balance as follows:
1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of 1 and 2, above
   a. For example, a tenant may owe $1,000, make a lump sum payment of $300 and enter into a repayment agreement for the remaining balance of $700.
5. **Vacated Tenants With Balances**

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

6. **Terms and Conditions of Payment of Security Deposits**

Prior to lease signing, the Housing Authority must receive full payment of the security deposit; however, the PHA Housing Manager retains the discretion to receive partial payment of the security deposit, with the balance due the following month. Where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the full security deposit will still be due at time of lease execution.

In properties originally designated for the exclusive occupancy by elderly or disabled or disabled persons, and all Traditional Public Housing properties, the PHA will allow the keeping of pets in accordance with the Housing Authority’s Pet Policy and upon execution of the Pet Lease Addendum. A condition of pet ownership is the payment of a pet deposit for all dogs and cats. Assistance animals for use by individuals with disabilities are not subject to the requirement to pay a pet deposit in accordance with the Pet Regulations.

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

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the month following the charge. Such charges will be made based on actual cost of labor and materials.

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

a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person.

b. The resident owes no other charges for excess utility consumption, late fees on rental payments, etc.

c. The remaining balance will be paid within thirty (30) days of move-out.

8. **Exemption for Hardship Circumstances**

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:
a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;

b. The family would be evicted as a result of the imposition of the minimum rent requirement;

c. The income of the family has decreased because of changed circumstances, including loss of employment;

d. A death in the family has occurred.

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

9. Family Choice of Rental Payment

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

a. Flat Rents: The flat rental amount for the dwelling unit shall be based on the rental value of the unit, as determined by the Housing Authority; or,

b. Income Based Rents: The monthly rental amount shall not exceed (up to) 30% of monthly Adjusted Income. Income Based Rents shall not be less than the minimum rental amount.

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

(i) $400 for any elderly or disabled family;

(ii) The amount by which 3% of the annual family income is exceeded by the sum of:

(a) Un-reimbursed medical expenses for any elderly family or disabled family;

(b) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.

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(iii) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;
(iv) $480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;

(v) Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed $480 for each child for whom such payment is made;

(vi) Any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:
   (a) The amount that such family member has legal obligation to pay, or,
   (b) $550 for each individual for whom such payment is made.

(vii) The amount of any earned income of a member of the family who is not:
   (a) 18 years of age or older, and
   (b) The head of the household (or the spouse of the head of the household).

10. Switching Rent Determination Methods Because of Hardship Circumstances

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

a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

b. An increase, because of changed circumstances, in the family’s expenses for medical costs, child care, transportation, education, or similar items; or,

c. Such other situations as may be determined by the Housing Authority.

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

It is the policy of the Housing Authority to encourage and reward employment and economic self-sufficiency. As such, the Housing Authority shall provide the following as incentives for employment and economic self-sufficiency:

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

After the first 12 months, the disallowance amount is 50 percent of the amount by which new income exceeds the former income (income before the disallowance began). Thus, if a resident received a raise during the first 12 months of employment, or changed to a job that paid more than the initial job, the amount disallowed during the first 12 months is the entire amount by which the earnings exceed the former income.

After the first 12 months, the disallowance would be based on 50 percent of the increased annual income. Every resident that qualifies for a disallowance receives two (2) different disallowance periods. Twelve (12) months of full disallowance. Twelve (12) months of 50 percent disallowance.

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

12. **Treatment of Income Changes Resulting from Welfare Program Requirements**

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

a. **Decreases in Income for Failure to Comply**

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

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

c. Reduction Based on Time Limit for Assistance

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

d. Notice

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

e. Grievance

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through the Housing Authority’s Grievance Procedure.
APPENDIX A

INCOME LIMITS

REFER TO CURRENT INCOME LIMITS AT:

http://www.huduser.org/portal/datasets/il.html

REFER TO CURRENT INCOME/RENT LIMITS FOR LIHTC UNITS AT:
http://ohiohome.org/
## Utility Allowances 7/1/19

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APPENDIX C
GRIEVANCE PROCEDURE

GRIEVANCE PROCEDURE
Trumbull Metropolitan Housing Authority

1. PURPOSE:
To assure that a resident is afforded an opportunity for a hearing if the resident disputes any action, or failure to act, involving the resident's lease, or in cases of disputes, regulations which adversely affect an individual's rights, duties, welfare or status.

This procedure shall not apply to disputes between residents that do not involve TMHA or class grievances. It is not intended as a forum for initiating policy changes by residents or groups of residents.

This procedure also shall not apply to terminations of the lease involving criminal activity and drug-related criminal activity.

2. DEFINITIONS:
   A. Authority: TMHA
   B. Resident: An adult person or persons who reside in the unit and who executed the lease with TMHA as lessee of the dwelling unit or the remaining head of household of the resident's family.
   C. Complainant: Any resident whose grievance is presented to TMHA at the development's management office.
   D. Hearing Officer: The person designated to hear grievances and render decisions on the complaint.
   E. Grievance: Any dispute with respect to TMHA action or failure to act in accordance with lease requirements, or regulations which adversely affect an individual's rights, duties, welfare or status.
   F. Elements of Due Process: An eviction action or termination of tenancy in a State or Local court in which the following safeguards are required:
      1. Adequate notice to the resident of the grounds for terminating the lease and eviction.
      2. Right of the resident to be represented by counsel.
      3. Opportunity for the resident to refute the evidence presented by TMHA including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense against the charge.
4. A decision of a court of law based on the merits of testimony.

G. Resident Organization: A formally recognized organization, pursuant to DHUD regulations, of duly elected residents.

3. INFORMAL SETTLEMENT OF A GRIEVANCE:
A. Any grievance or complaint must be presented in writing to the Management Office in which the complainant resides, so that the grievance may be informally discussed and settled without a Hearing. Requests for an informal private conference to resolve applicable complaints, must be submitted within five working days of TMHA's action or failure to act on the matter, which caused the grievance.

Said request must contain:
1. The grounds upon which the complaint is based.
2. The action the resident would like to see taken.
3. Current information (name, address, phone) of the complainant and his/her representative.

B. Upon completion of the informal private conference, a written summary will be prepared by the staff person who conducted the informal hearing and mailed to the complainant within five working days. The summary shall specify the names of the participants, the date of the meeting, the nature of TMHA's proposed disposition of the complaint and specify the reasons for TMHA's decision.

The written summary shall specify the procedures by which a resident may obtain a Hearing in accordance with 24 CFR 966.55, if the complainant is not satisfied with TMHA's decision.

4. REQUESTS FOR FORMAL GRIEVANCE HEARING:
A. If the complainant is not satisfied with TMHA's decision, he/she may submit a written request for a formal Grievance Hearing. Such requests must be submitted to TMHA's Central Office, or the Management Office in which the complainant resides, within ten (10) working days of the date of the informal private conference. Complainant can obtain copies of the request form at their management office.

Such requests will be date stamped and distributed to the appropriate TMHA staff along with copies of the complaint and summary of the private conference. Upon receipt of a written request for a formal Grievance Hearing, the Housing Director or his designee shall promptly contact the appointed Hearing Officer for a date, time and reasonably convenient location for the Hearing and notify the complainant in writing of it, provided the request was submitted in a timely manner.

B. If the complainant fails to request a Hearing within the ten working days, their right to a Formal Hearing is waived, and TMHA's proposed disposition of the grievance will stand.
C. Complainants maintain the right to disagree with any decision made by TMHA by exercising their right to due process and contesting the matter in a court of law, whether they have filed a grievance or not.

D. TMHA, in accordance with Federal Law, has determined that criminal activity and/or drug-related criminal activity by residents, household members, guests or anyone on the property with the consent of and/or under the control of a resident, household member, or guest, seriously threatens the health, safety or right to the peaceful enjoyment of TMHA's public housing premises by other residents, employees and contractors/agents. Therefore, violations of the lease in these particulars do not qualify for administrative grievance procedures, but leaseholders still have the right to contest them in court.
5. **HEARING OFFICER:**
TMHA will maintain a person, with legal training if possible, and appointed by the court, to hear and render decisions on grievances. Appointees shall serve at the pleasure of TMHA and be reimbursed for reasonable out-of-pocket expenses, plus a per case fee.

TMHA may consult the formally recognized resident organizations before changing Hearing Officers. Pursuant to DHUD regulations comments or recommendations shall be considered before the appointment is finalized.

6. **THE HEARING:**

A. **The parties shall be entitled to a fair Hearing** before the Hearing Officer and may be represented by counsel or another person chosen as a representative.

B. **The Hearing shall be private** unless complainant requests and the Hearing Officer agrees to a public Hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings. Any person may be excluded for willful interference of the proceedings and such action may cause a decision to be rendered in the favor of the other party.

C. Complainant or TMHA may arrange, in advance and at the expense of the party making the request, for a transcript of the Hearing. Any interested party may purchase a copy of such transcription.

D. TMHA will provide reasonable accommodations for persons with disabilities to participate in the Hearing. Reasonable accommodations may include sign language interpreters, readers, attendants and accessible locations. Visually impaired residents shall have the right to be supplied notices in the accessible format.

E. **If the dispute is over the amount of rent or other charges which TMHA claims is due,** the complainant must pay the claimed amount to the TMHA who, in turn, must deposit said amount in a Grievance Deposit Account established in a local bank not normally handling TMHA funds, or deposit said amount with the Clerk of Courts pending settlement of the dispute by the Hearing Officer.

F. **If a complainant or TMHA fails to appear at a Hearing,** the Hearing Officer may postpone the Hearing for five working days, or make a determination that the complainant or TMHA has waived their rights to the Hearing. If the Hearing Officer does postpone, notice of same shall be delivered or mailed to the complainant. If complainant fails to show on the rescheduled date, this constitutes a waiver of complainants' rights to a Grievance Hearing, but not a waiver to contest the dispute in court.

G. **At the Hearing, the complainant must make a prima facie case** and then the burden of proof is on the TMHA to justify the action or inaction proposed by it in its written summary to the complainant. The complainant and TMHA may present evidence and arguments in support of their position, controvert evidence, and confront and cross-examine all witnesses. The TMHA may present evidence and arguments in support of its decision,
controvert evidence relied upon by the complainant, and confront and cross-examine all witnesses on whose testimony or information the complainant relies. Hearings conducted by the Hearing Officer shall be informal, and any oral or documentary evidence, pertinent to the facts and issues raised by the complaint and answer, may be received without regard to admissibility rules or evidence applicable in judicial proceedings.
7. **DECISIONS OF THE HEARING OFFICER:**

A. **If the answer to the grievance filed** challenges whether a proper grievance under this procedure has been filed, the Hearing Officer shall first determine that question and enter such finding in the record of the proceeding.

The Hearing Officer may permit, at that point, the complainant or his representative to modify the stated complaint to clarify their complaint. If the Hearing Officer decides no proper grievance under this procedure has been filed, the record of the proceeding shall so state and any monies on deposit for complainant shall be withdrawn and disbursed by TMHA to the proper person(s) or agency.

B. **The decision of the Hearing Officer** shall be based solely and exclusively upon facts presented at the Hearing and upon applicable TMHA and HUD regulations. To the extent that the decision is not inconsistent with State law, the United States Housing Act of 1937, as amended, HUD regulations and requirements set forth thereunder, or the Annual Contributions Contract, and to the extent provided in subsection g. below, the decision of the Hearing shall be binding.

C. **If both parties agree** to prepare a proposed solution or decision to the Hearing Officer, each party shall submit same to the Hearing Officer for his consideration.

D. **The Hearing Officer shall prepare his written decision**, including a statement of findings and conclusions, as well as the reasons or basis therefore, addressing all material issues raised by the parties. This shall be done within a reasonable time after the date of the Hearing. Copies thereof shall be mailed or delivered to the parties and/or their representatives.

E. **The written decision of the Hearing Officer**, with all names and identifying references deleted, shall be maintained on file by the Authority and made available for inspection by a Complainant.

F. **Any judicial decision or related settlement pertaining to the decision of the Hearing Officer** shall also be maintained on file by the Authority and made available for inspection by a Complainant.

G. **If the decision is in favor of the Complainant**, the Authority shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless the Board of Commissioners of the Authority determines and notifies the Complainant, in writing, within thirty days that the Hearing Officer has acted arbitrarily or exceeded his authority. In such event the Hearing Officer's decision may be judicially reviewed in any court of competent jurisdiction.

8. **APPEALS FROM THE HEARING OFFICER'S DECISION**

A. **A decision by the Hearing Officer, which is in favor of the TMHA and/or denies the Complainant his requested relief in whole or in part, shall not constitute a waiver of,**
whatever rights the Complainant may have to a trial de novo in judicial proceedings which may thereafter be brought in the matter. In such judicial proceedings, the Authority shall, by stipulation or other appropriate means, be limited to invoking against the Complainant the grounds originally relied on by the Authority in its proposed disposition of the complaint.
9. **NOTICE TO VACATE PREMISES**

A. **At the time of the private conference** or other appropriate advice of reasons of the proposed eviction, the Resident must be informed in writing of:

1. The specific reasons for the proposed lease termination; and

2. His right to request a Hearing upon the grounds for the lease termination within five working days from the date of the conference.

B. **If the Resident is entitled to a Hearing** on the proposed lease termination and the Hearing Officer, by his decision, upholds TMHA's proposal to terminate the lease, an action to regain possession may not be commenced unless the Resident's right to use and/or occupy the premises has been terminated by State required statutory notice to vacate. Such notice to vacate may not be given prior to the date on which the Hearing Officer's decision upholding the proposed lease termination is delivered or mailed to the Resident unless his rights have been waived under this Grievance Procedure.

C. **When such notice to vacate is given to the Resident**, he must be informed in writing that:

1. If he fails to quit the premises within three days, appropriate legal action will be brought against him;

2. If suit is brought against him, he may be required to pay court costs and attorney fees incurred; and

3. If he chooses to contest the legal action, the TMHA must prove that the reasons upon which it originally relied constituted good cause for eviction under the applicable law, rules and regulations.

10. **THIS GRIEVANCE PROCEDURE IS NOT INTENDED**, nor will it be used, as a substitute for complaints of violation of law for which an adequate remedy is afforded by the laws, criminal and civil, of the United States of America, the State of Ohio, County of Trumbull, City of Warren or other local government entities.

   No failure to furnish services by the TMHA to the Resident shall serve as the basis for any grievance if the failure has resulted directly or indirectly from a strike or walkout, legal or illegal, or by any other act not directly attributable to the negligence of the TMHA and within its control.
Trumbull Metropolitan Housing Authority
PET REGULATIONS
Revised July 2018

Trumbull Metropolitan Housing Authority (TMHA) will apply this policy in a manner that does not limit or impair the rights of persons with disabilities under Federal, State or local laws.

THE PET DEPOSIT POLICY DOES NOT APPLY TO PET OWNERS OR ANIMALS THAT ARE USED TO ASSIST PERSONS WITH DISABILITIES. TMHA REQUIRES THAT THE APPLICANT OR RESIDENT CERTIFY IN WRITING THAT THE RESIDENT OR FAMILY IS A PERSON WITH A DISABILITY; AND THAT THE ANIMAL ACTUALLY ASSISTS THE PERSON WITH A DISABILITY.

- Assistance Animal is an animal that is needed as a reasonable accommodation for individuals with disabilities and is not subject to TMHA’s Pet Regulations. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of an individual with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of an individual’s disability.

Any item not covered within this policy, shall be administered and enforced within the guidelines currently in effect or published in the Federal Register.

This policy applies to developments originally designed for the occupancy by families and developments designed for occupancy by elderly/disabled families.

This policy applies to all public housing developments and affordable housing units.

The Trumbull Metropolitan Housing Authority (TMHA), hereby establishes the following rules to be applied to requests of its applicants and residents to own and maintain a pet in a development listed on the proceeding page.

The decision to permit any pet within any specific development shall lie exclusively within the sole discretion of TMHA, based upon the factors that soon follow.

If there is a disagreement as to the initial decision, it may be appealed to the Executive Director or his designee. His/Her decision shall be final. Further recourse may be sought through the courts.
Each individual request will be considered and decided upon its own specific merits. Prime consideration will be given to the safety, health and welfare of the individual resident and the total resident body of the development or neighborhood in which the request came from.

Principal consideration will be given to the residents living in close proximity to the pet and the specific personal characteristics of the pet.

A. Residents of a development or unit may keep a pet subject to the following rules.

1. Resident(s) must provide TMHA with a non-interest bearing “pet damage” deposit, which is to be collected in addition to the normal security deposit the resident is responsible for. The amount of the pet deposit will be $300.00. (NO DEPOSIT REQUIRED FOR BIRDS AND FISH).

The deposit is to be used by management at the termination of the lease or residency of the pet toward reimbursement of the cost of repairing any and all damages to the residence resulting from housing the pet. This deposit, less any deductions for costs as listed on an itemized statement to the resident, will be refunded (without interest) upon the permanent removal of the pet from the unit and a complete inspection of the unit by management. (Furniture will be moved or removed at the request of TMHA to insure that thorough inspection can be completed).

____________________________
Resident Initials        Date    TMHA        Date
RULES

1. All units that have housed a pet may be exterminated and deodorized by contracted commercial exterminator, at the resident’s expense, if it is found to be necessary during the occupancy of the pet or upon its temporary or permanent removal from the unit. The cost of extermination shall be billed to the resident if done during the occupancy of the pet or deducted from the pet damage deposit if necessary, upon the permanent removal of the pet from the unit.

2. Resident agrees to provide TMHA with a signed, notarized agreement. The agreement must be signed by both the resident and another person or legal entity, having responsibility to act as a temporary or permanent caretaker for the pet if the resident is unable to care for it. (EXHIBIT A).

3. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, TMHA may contact the responsible party listed in the agreement referred to above, and request the pet be removed from the property. If TMHA has made reasonable attempts to contact the responsible party, but the party is either unwilling or unable to comply with the request, TMHA may enter the pet owner’s unit, remove the pet and place it in a facility for a period of no less than 30 days. At the expiration of the 30 day period, said pet may be disposed of or given to any person willing to accept it. Any costs related to the temporary shelter of a pet or disposal (euthanasia) shall be borne by the resident, either through billing or deductions from a pet deposit.

4. Only common household pets as defined in 24 CFR 5.306 are permitted. For the purpose of this policy, common household pets means smaller domesticated animals such as a dog, cat, bird, rodent, fish, rabbit or turtle that is traditionally kept in a home rather than for commercial purposes. Common household pets do not include reptiles and certain breeds of dogs such as rottweiler, german shepherd, pit bull or any other pet exceeding height and weight limitations listed in this policy.

5. Prior to housing a pet, residents must request permission, in writing and comply with all requirements for keeping a pet. (Exhibit B- Pet Information Record).

Resident’s Initials Date MHA Date
6. Resident must register all pets prior to bringing them on the premises. Registration must include a certificate signed by a licensed veterinarian; all information that identifies the pet as a common household pet; and the name, address and phone number of the person who will care for the pet if the owner dies or becomes unable to care for the pet. Information on pets must be updated on an annual basis at the resident’s regular recertification.

7. No pet shall be left unattended in a dwelling unit for more than 24 consecutive hours.

8. All dogs and cats must be kept on a leash that is six (6) feet long or less when outside of the resident’s apartment or unit. Residents owning an approved pet are not permitted to set up runs longer than six (6) feet, exterior houses or kennels.

9. No pet’s mature growth shall exceed fifteen (15) inches in height, measured from ground to shoulder and weight shall not exceed 25 pounds.

10. Guests are not permitted to bring pets onto TMHA property without first complying with all rules set forth in this policy.

11. Residents are not permitted to pet sit or house a pet without completely complying with this policy.

12. All cats and dogs must be effectively restrained outside the dwelling unit. All other pets (birds, fish, etc) must be transported in a pet carrier in all areas of the development outside the dwelling unit. Pets are not permitted in common areas of the development such as management offices, community rooms, storage rooms or landscaped areas.

13. The resident is responsible for immediately disposing of all animal waste excreted inside the unit. Resident shall pick up and dispose of all animal droppings outside the unit in the following manner:

   A. Wastes must be picked up and placed in a plastic bag, tightly secured and deposited in an approved receptacle. (Poorly disposed of waste and excessive amounts of waste outside the dwelling units may be cause for termination of the pet agreement.)

   B. Residents owning a cat must provide a litter box for their cat, change litter at least twice per week and separate waste from the litter box at least once per day.

____________________________                           _____________
Resident’s Initials                           Date

____________________                           _____________
TMHA                           Date
14. TMHA reserves the right to require residents to remove any pet from their unit whose conduct or condition is determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets in the development.

15. The following are the guidelines that will determine a pet’s eligibility. Pets are limited to those listed below, no other pets will be permitted.

**Dogs** - Standing less than fifteen inches (15”) from floor to shoulder and weighing less than 25 pounds.

**Cats** - Domestic variety only, weighing less than 15 pounds.

**Birds** - Must be caged at all times and are limited to parakeets, canaries and finches. (*Exotic birds are not permitted.*)

**Fish** - Not more than three inches (3”) long, no more than six (6) fish per tank. Tank size may not exceed fifteen (15) gallons in capacity. (*Carnivorous fish are specifically forbidden.*)

Each household is limited to one pet only, one dog, one cat, one bird, or one fish tank.

Disposal of debris and or deceased pets is the sole responsibility of the resident/pet owner and will be done in a safe, healthful and acceptable manner within two (2) hours of the pet’s death.

16. Residents must effectively restrain pets when there is a known need for TMHA employees or its agents to enter the unit for inspections and or repairs. Effective methods of restraint include, but are not limited to placing the pet in an approved carrier, isolating the pet from the affected area, or removing the pet from the premises. Failure to comply with this portion of the agreement may result in the cancellation of the pet agreement.

**NOTE:** Residents must inform work order that there is a pet in the unit when calling in repairs.

________________________________________  ________________
Resident’s Initials          Date

________________________________________  ________________
TMHA                             Date
17. The pet permit may be revoked in the event the resident fails to comply with the conditions of this agreement. The permit may also be revoked for permitting the pet to run loose and disturb other residents. Examples of disturbing residents include but are not limited to excessive barking, biting, clawing and scratching of residents or employees of TMHA or other approved pets in the development. These occurrences are considered unacceptable even if the pet is properly restrained. If such activity leads to the revocation of the pet permit, the resident must completely and permanently remove the pet from the premises within ten (10) days from the date of the notice. Failure to do so may result in the termination of the residents lease. Resident agrees to abide all portions of this agreement, including those portions that make reference to pet registration cards, directives, notices, pet behavior and all posted signs regarding pets.

Trumbull Metropolitan Housing Authority

__________________________________________  __________________________________________
TMHA Date Resident’s Signature Date

__________________________________________
Housing Manager Address

*None of the rules and regulations stated in this policy will limit or impair the rights of persons with disabilities under other Federal, State or local laws.*
PET PERMIT VIOLATION PROCEDURES

1. Notice of pet rule violations will be served to the resident and contain a brief statement of the factual basis of the alleged violation with a date and time of a meeting stated in the notice.

2. Another person of his/her choice at the meeting may accompany Resident/pet owner.

3. TMHA and the resident/pet owner will meet to discuss the violation. Failure to correct the violation or attend the meeting as scheduled is considered just cause to terminate the pet agreement. TMHA may choose to terminate the agreement at that time.

4. The resident may request additional time to correct the violation, which is normally ten (10) days. TMHA will grant the time if the resident/pet owner exhibits good faith efforts to correct the violation. If after granting additional time, TMHA determines that little or no effort is being made or if the resident is unable to resolve the violation, TMHA will issue a ten (10) day notice to the resident to remove the pet. If and only if all efforts to remove them are unsuccessful, TMHA may initiate procedures to terminate the pet owner’s lease.
PET CARETAKER

I, __________________________________________, (name of caretaker) affirm that in the event of illness or an inability to care for ________________________________ (type of pet) owned by ____________________________________________________________ (name of resident) of ____________________________________________________________ (complete address of resident) that I will be responsible for removing the above mentioned pet until such time that the above-mentioned resident(s) shall be able to resume care of their pet, or until such time that the pet is permanently removed from the care of __________________________________________ and the pet permit is canceled by mutual agreement between Trumbull Metropolitan Housing Authority and the resident.

__________________________________________________________________________
Caretaker

__________________________________________________________________________
Pet Owner

__________________________________________________________________________
Date

__________________________________________________________________________
Address

NOTARY: State of Ohio, County of Trumbull

Signed in my presence, this ____________ day of __________________________, ____________
by __________________________________________

__________________________________________________________________________
Signature of Notary Public

__________________________________________________________________________
Seal

__________________________________________________________________________
Notary Public
(Print or stamp name)

My Commission Expires __________________________________________

__________________________________________________________________________
TMHA Representative

__________________________________________________________________________
Title

__________________________________________________________________________
Date
Trumbull Metropolitan Housing Authority

PET INFORMATION RECORD

I. Identification Information

Owner’s Name ______________________________ Address ______________________________

Pet’s Name: _________________________________ Type of Pet: __________________

Breed: _______________________________ M ______ F ______ Age ________.

License Number: ________________________ Effective Date: ______________________

Name of Veterinarian: _____________________________________________________

Address: _____________________________________________________________

Phone: ____________________________________

II. Documentation Received

Date Received

________ Written letter from resident advising Management of Request for Pet.

________ Evidence of all pet vaccinations required by applicable law and ordinance and supplied By
Doctor of Veterinary Medicine (D.V.M.)

________ Evidence of pet being spayed or neutered.

________ Written letter from resident advising Management of the person(s) responsible for the care of
the pet in the absence of the owner.

Name of Caretaker: ________________________________

Address: _______________________________________

Phone: _______________________________________
Rules and regulations established by Trumbull Metropolitan Housing Authority relative to the keeping of pets in a development operated and managed by TMHA has been reviewed with me. I have been given an opportunity to ask questions about the RULES AND REGULATIONS as well as the required forms.

____________________________________     ________________________________
Resident                             Date

____________________________________     ________________________________
TMHA Representative                Date
Screening and Eviction – Final Rule as Published May 24, 2001

Trumbull Metropolitan Housing Authority

Date Adopted: _________________

Date Received: _________________
I. GOAL

The goal of the Screening and Eviction – Final Rule is to ensure the safety and well being of families and individuals who live in public housing.

The “Screening and Eviction Rule” applies to residents of the Trumbull Metropolitan Housing Authority (TMHA). Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense.

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

By aggressively removing criminals from the Authority’s public housing developments, the “Screening and Eviction Rule” shall:

1. Mandate denial of admission or termination of assistance for specified criminal activity;
2. Free public housing residents from daily threats to their personal and family safety;
3. Build public housing communities that are safer and drug-free;
4. Support parents in their efforts to instill positive values in their families;
5. Create a positive environment for residents of all ages, where people can live, learn, and grow to be productive and responsible citizens;
6. Set an example for the greater community.

II. GUIDING PRINCIPLES OF THE SCREENING AND EVICTION FINAL RULE

The TMHA Screening and Eviction Final Rule was developed based on the following principles:

1. All individuals have the right to live in peace and be free from fear, intimidation, and abuse. The Housing Authority is committed to providing safe housing for all residents of the Authority.
2. Public and assisted housing should be awarded to responsible individuals. The Housing Authority shall give no preference to applicant families with a history of drug-related behavior and/or criminal activity.
3. Applicants and current residents of public housing must be protected from discrimination and violation of their right to privacy. The Housing Authority shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. The Housing Authority shall not discriminate against any applicant or resident based on race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws.
4. **Active community and governmental involvement in designing and implementing a Screening and Eviction rule is fundamental to its success.** The Housing Authority shall work cooperatively with local government, law enforcement, residents, and the courts in enforcing the Screening and Eviction rule.
III. SCREENING AND ADMISSIONS POLICY

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

1. **Comprehensive background checks:** The HA shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include:
   (a) Reviewing police and court records;
   (b) Landlord references;
   (c) Background check with probation officers, parole officers, and local social service providers.
   (d) Other means as listed in TMHA’s Admission and Occupancy Policy

2. **Coordination with courts and local, state, and federal law enforcement agencies:** The HA shall coordinate with courts and local, state and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to the Authority for the purposes of screening, lease enforcement, and eviction. The Authority shall maintain a records management system to ensure that records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.

3. **Criteria for acceptance of application for residence:** The Housing Authority shall consider applications for residence on a case-by-case basis; denial acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. The following applicants shall be denied residence:
   (a) Applicants who have been evicted from public housing within the last five years due to drug-related criminal activity, unless the applicant can show evidence of rehabilitation;
   (b) Persons illegally using controlled substances;
   (c) Persons who have exhibited a pattern of illegal use of controlled substances
   (d) Any other criminal and/or drug related activity that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

4. **Protect applicant’s due process rights:** The Housing Authority’s Admissions and Continued Occupancy Plan (ACOP) shall be made available upon request and posted at the central office where applications are received.
   (a) In accordance with the Authority’s ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.
   (b) Per the Extension Act, should denial of occupancy be based on a criminal record, the Authority shall provide the applicant with a copy of the criminal record and the opportunity to dispute the accuracy and relevance of that record.

5. **Compliance with state and local laws:** the Housing Authority is committed to protecting the rights of all applicants and residents. All policies and procedures, and revisions of policies and procedures, shall be reviewed for compliance with local and state landlord-resident law and any other applicable law by attorneys with experience in such law.
IV. ENFORCEMENT BY EVICTION

In accordance with the current law and the Extension Act, the Housing Authority dwelling lease stipulates that:

(a) any activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
(b) all drug related criminal activity occurring on or off the premises is cause for eviction;
(c) any person who the Authority determines is illegally using controlled substances shall be evicted; and/or,
(d) any person whose illegal use of a controlled substance is determined by the Authority to interfere with the rights of other residents shall be evicted.

Under these required lease terms, tenancy shall be terminated and the household evicted when:
the resident, any member of the resident’s household, or guest, engages in the prohibited criminal activity.

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

1. **Lease:** The Housing Authority Dwelling Lease stipulates that:

   (a) Residents, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug-related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug-related or criminal activity in violation of this term shall be treated as a “serious violation of the material terms of the lease.”;
   (b) Under the Extension Act, alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, shall be grounds for eviction;
   (c) The Housing Authority shall not tolerate violations of the lease terms regarding criminal activity; one such offense shall be grounds for eviction;
   (d) Criminal activity is cause for eviction even in the absence of conviction or arrest.
   (e) The same lease shall be used for all residents of the Authority.

2. **Briefing on Terms of the Lease:** All residents shall be briefed on the terms of the lease at the time of annual re-examination. New residents shall be briefed on the terms of the lease at the time of signing the initial lease.

3. **Due Process rights:** The Housing Authority shall protect the resident’s due process rights to the greatest extent possible:
   (a) Eviction procedure shall be processed through the Ohio State court system and shall not be handled through normal administrative grievance procedure.
   (b) State and local laws governing eviction procedure shall protect residents, barring preemption by federal law.

V. NONRESIDENT CRIMINAL ACTIVITY

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

1. The Authority shall post warnings in all HA public housing developments that violators shall be prosecuted to the fullest extent under the law.
2. In accordance with the lease, residents shall be held responsible for guests’, nonresidents, criminal behavior. Disruptive and/or criminal behavior of resident guests may be grounds for eviction of the entire household.

3. In cases where the Authority and household settle an eviction case on the condition that the disruptive household member moves away from the Authority properties, the Authority/resident agreement shall provide that:
   (a) the individual thereafter shall be a trespasser on the Authority properties; and
   (b) the household shall be subject to eviction if the individual returns to the HA properties.
APPENDIX E (CONTINUED)

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

Public and Indian Housing

Special Attention of: Notice PIH 2015-19
Public Housing Agency Directors Issued: November 2, 2015
Public Housing Hub Offices Directors Expires: This notice remains in effect until All
Public Housing Field Office Directors amended, superseded, or rescinded.
Resident Management Corporations
Multifamily Hub Directors
All Multifamily Program Center Directors

Subject: Guidance for Public Housing Agencies (PHAs) and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions

1. Background

For the past five years HUD has been an active member of the Federal Interagency Reentry Council. This Council, made up of more than 23 Federal Agencies, meets on a regular basis to act on issues that affect the lives of those released from incarceration. An important aspect of the Reentry Council’s work has been to have each Federal Agency identify and address “collateral consequences” that individuals and their families may face because they or a family member has been incarcerated or has had any involvement with the criminal justice system.1

In 2011, former HUD Secretary Shaun Donovan issued a letter to public housing authorities (PHAs) across the country emphasizing the importance of providing “second chances” for formerly incarcerated individuals.2 Secretary Donovan urged PHAs to adopt admission policies that achieve a sensible and effective balance between allowing individuals with a criminal record to access HUD-subsidized housing and ensuring the safety of all residents of such housing. A year later, Secretary Donovan encouraged owners of HUD-assisted multifamily properties (“owners”) to do the same and reiterated HUD’s goal of “helping ex-offenders gain access to one of the most fundamental building blocks of a stable life – a place to live.”HUD has also previously stressed the troubling relationship between housing barriers for individuals with criminal records and homelessness, stating that “the difficulties in reintegrating into the community increase the risk of homelessness for released prisoners, and homelessness in turn increases the risk of subsequent re-incarceration.”3

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1 For more information on the initiatives of the Council members, see https://csgjusticecenter.org/nrrc/projects/firc/snapshots/.
3
At a time when an estimated 100 million (or nearly one in three) Americans have some type of criminal record, HUD remains committed to the goal of providing second chances to formerly incarcerated individuals where appropriate and to ensuring that individuals are not denied access to HUD-subsidized housing on the basis of inaccurate, incomplete, or otherwise unreliable evidence of past criminal conduct. With those aims, and in response to requests from housing providers and prospective tenants for guidance from HUD regarding the proper use of criminal records in housing decisions, HUD is issuing this notice.

2. Purpose

The purpose of this Notice is to inform PHAs and owners of other federally-assisted housing that arrest records may not be the basis for denying admission, terminating assistance or evicting tenants, to remind PHAs and owners that HUD does not require their adoption of “One Strike” policies, and to remind them of their obligation to safeguard the due process rights of applicants and tenants.

The Notice also reminds PHAs and owners of their obligation to ensure that any admissions and occupancy requirements they impose comply with applicable civil rights requirements contained in the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, and Titles II and III of the Americans with Disabilities Act of 1990, and the other equal opportunity provisions listed in 24 CFR 5.105.

Finally, the Notice provides best practices and peer examples for PHAs and owners to review.

I. HUD Does Not Require PHAs and Owners to Adopt “One Strike” Policies

HUD does not require that PHAs and owners adopt or enforce so-called “one-strike” rules that deny admission to anyone with a criminal record or that require automatic eviction any time a household member engages in criminal activity in violation of their lease. Instead, in most cases, PHAs and owners have discretion to decide whether or not to deny admission to an applicant with certain types of criminal history, or terminate assistance or evict a household if a tenant, household member, or guest engages in certain drug-related or certain other criminal activity on or off the premises (in the case of public housing) or on or near the premises (in the case of Section 8 programs).[^5]

[^5]: HUD regulations outline the limited instances where denial of admission or termination of assistance is required in the public housing, Housing Choice Voucher and Section 8 multifamily programs. See 24 CFR Part 5, subpart I; Part 960, subpart B; Part 966, subpart A; Part 982, subpart L.
In deciding whether to exercise their discretion to admit or retain an individual or household that has engaged in criminal activity, PHAs and owners may consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity. Additionally, when specifically considering whether to deny admission or terminate assistance or tenancy for illegal drug use by a household member who is no longer engaged in such activity, a PHA or owner may consider whether the household member is participating in or has successfully completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.6

4. An Arrest is Not Evidence of Criminal Activity that Can Support an Adverse Admission, Termination, or Eviction Decision

Subject to limitations imposed by the Fair Housing Act and other civil rights requirements,7 PHAs and owners generally retain broad discretion in setting admission, termination of assistance, and eviction policies for their programs and properties. Even so, such policies must ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. Specifically, before a PHA or owner denies admission to, terminates the assistance of, or evicts an individual or household on the basis of criminal activity by a household member or guest, the PHA or owner must determine that the relevant individual engaged in such activity.

HUD has reviewed relevant case law and determined that the fact that an individual was arrested is not evidence that he or she has engaged in criminal activity. Accordingly, the fact that there has been an arrest for a crime is not a basis for the requisite determination that the relevant individual engaged in criminal activity warranting denial of admission, termination of assistance, or eviction.

An arrest shows nothing more than that someone probably suspected the person apprehended of an offense. In many cases, arrests do not result in criminal charges, and even where they do, such charges can be and often are dismissed or the person is not convicted of the crime alleged. In fact, in the 75 largest counties in the country, approximately one-third of felony arrests did not result in conviction, with about one-quarter of all cases ending in dismissal.8

Moreover, arrest records are often inaccurate or incomplete (e.g., by failing to indicate whether

6 See 24 CFR 5.852, 960.203(d), 966.4(l)(5)(vii), 982.310(h) (describing PHA and owner discretion in screening and evictions actions related to criminal activity).
7 See 24 CFR 5.852(c) (“admission and eviction decisions must be consistent with fair housing and equal opportunity provisions of [24 CFR 5.105]”); see also 24 CFR 960.202(c)(3), 966.6(l)(vii)(F), 982.310(h)(4), 982.552(c)(2)(v).
the individual was prosecuted, convicted, or acquitted), such that reliance on arrests not resulting in conviction as the basis for denying applicants or terminating the assistance or tenancy of a household or household member may result in unwarranted denials of admission to or eviction from federally subsidized housing.9

With respect to the Section 8 tenant-based and moderate rehabilitation programs, HUD regulations specifically provide that termination of assistance for criminal activity must be based on a “preponderance of the evidence” that the tenant, or other household member, or guest engaged in such activity. For public housing as well, applicants or tenants may not be denied admission or evicted based on mere suspicion that they, a household member, or guest has engaged in criminal activity. Where PHAs or owners seek eviction, they should be prepared to persuade a court that the eviction is justified based on sufficient evidence of criminal activity in violation of the lease.

For these reasons, a PHA or owner may not base a determination that an applicant or household engaged in criminal activity warranting denial of admission, termination of assistance, or eviction on a record of arrest(s).

Although a record of arrest(s) may not be used to deny a housing opportunity, PHAs and owners may make an adverse housing decision based on the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and the PHA or owner has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, is what is relevant for admissions and tenancy decisions.

An arrest record can trigger an inquiry into whether there is sufficient evidence for a PHA or owner to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. PHAs and owners can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred.

Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

5. Protecting the Due Process Rights of Applicants and Tenants

Federal law requires that PHAs provide public housing, project-based Section 8, and Section 8 HCV applicants with notification and the opportunity to dispute the accuracy and relevance of a criminal record before admission or assistance is denied on the basis of such record. Public housing and Section 8 applicants also must be afforded the right to request an informal hearing or review after an application for housing assistance is denied.

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9 See, e.g., U.S. Dep’t of Justice, The Attorney General’s Report on Criminal History Background Checks at 3, 17 (June 2006), http://www.justice.gov/olp/ag_bgchecks_report.pdf (reporting that the FBI’s Interstate Identification Index system, which is the national system designed to provide automated criminal history record information and “the most comprehensive single source of criminal history information in the United States,” is “still missing final disposition information for approximately 50 percent of its records”).
As with admissions decisions, federal law requires that PHAs provide public housing, project-based Section 8, and Section 8 HCV tenants with notice and the opportunity to dispute the accuracy and relevance of a criminal record before they evict or terminate the tenant’s assistance on the basis of such record. Moreover, PHAs and owners may only terminate the tenancy or assistance of a public housing or project-based Section 8 tenant through either a judicial action in state or local court, or, in the case of a Section 8 HCV participant, through an administrative grievance hearing before an impartial hearing officer appointed by the PHA. In either case, the tenant must be afforded the basic elements of due process, including the right to be represented by counsel, to question witnesses, and to refute any evidence presented by the PHA or owner.

6. Civil Rights Requirements and Consistent Application of Procedures and Standards

PHAs and owners must ensure that any screening, eviction, or termination of assistance policies and procedures comply with all applicable civil rights requirements contained in the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, and Titles II and III of the Americans with Disabilities Act of 1990, and the other equal opportunity provisions listed in 24 CFR 5.105. To that end, a PHA or owner should institute protocols that assure that its procedures and standards are consistently applied and that decisions are made based on accurate information. Inconsistent application of standards or decisions based on partial or inaccurate information may result in liability under federal civil rights laws. See, e.g., Allen v. Muriello, 217 F. 3rd 517 (7th Cir. 2000) (allegation that African American applicant for federal housing assistance was given less opportunity to contest erroneous record of criminal activity than two similarly situated white applicants established a prima facie case of discrimination under the Fair Housing Act).
7. Best Practices and Peer Examples

PHAs and owners are encouraged to adopt admissions and continuing occupancy policies based on the best practices highlighted below to guard against unwarranted denial of assistance, termination from program participation, or eviction from federally assisted housing. These best practices incorporate clear standards for using information about criminal history in an admission or continuing participation decision. PHAs and owners are also encouraged to read the Shriver Report entitled “When Discretion Means Denial: A National Perspective on Criminal Records Barriers to Federally Subsidized Housing.”

A. Examples of PHA Best Practices on the Use of Criminal Records

A. Many PHAs have adopted written admission policies that limit their criminal record screening to assessments of conviction records.

B. Examples of PHA Best Practices on Screening for Criminal Activity

A. Some PHAs allow public housing and Housing Choice Voucher applicants to address and present mitigating circumstances regarding criminal backgrounds prior to admission decisions. In some cases, doing so has produced cost savings due to fewer decision appeals.

B. Some PHAs have adopted lookback periods that limit what criminal conduct is considered during the screening process based on when the conduct occurred and/or the type of conduct. For example, when screening HCV applicants, one PHA has adopted a twelve-month lookback period for drug-related criminal activity and a twenty-four month lookback period for violent and other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

C. Some PHAs have adopted admission policies that enumerate the specific factors that will be considered when the PHA evaluates an individual’s criminal record, including:
   a. Whether the applicant’s offense bears a relationship to the safety and security of other residents;
   b. The level of violence, if any, of the offense for which the applicant was convicted;
   c. Length of time since the conviction;
   d. The number of convictions that appear on the applicant’s criminal history;
   e. If the applicant is now in recovery for an addiction, whether the applicant was under the influence of alcohol or illegal drugs at the time of the offense; and
   f. Any rehabilitation efforts that the applicant has undertaken since the time of conviction.

D. Some PHAs have implemented pilot programs that allow formerly incarcerated persons who have been released from prison within the past two or three years to be added to an existing voucher of a family member if all involved agree to participate and the formerly incarcerated individual agrees to six months to one year of supportive services with nonprofit partners.

E. One PHA has hired an offender reentry housing specialist who collaborates with a formerly incarcerated individual’s parole officer, landlord, and treatment provider to ensure successful reentry into the community.
C. Example of PHA Best Practices on Evicting and Terminating Assistance for Criminal Activity

A. Some PHAs have adopted policies that list the circumstances that will be considered prior to a termination of the lease on the basis of criminal activity, including:
   a. The seriousness of the offending action, especially with respect to how it would affect other residents;
   b. The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking;
   c. The effects that the eviction will have on other family members who were not involved in the action or failure to act;
   d. The effect on the community of the termination, or of the PHA’s failure to terminate the tenancy;
   e. The effect of the PHA’s decision on the integrity of the public housing program;
   f. The demand for housing by eligible families who will adhere to lease responsibilities;
   g. The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action; and
   h. The length of time since the violation occurred, the family’s recent history, and the likelihood of favorable conduct in the future.

II. Paperwork Reduction Act

The information collection requirements contained in this Notice were approved by the Office of Management and Budget (OMB) in accordance with the Paperwork Reduction Act of 1995 (44 U.S.C 3501-3520). Compliance and Enforcement are covered by OMB controls numbers 2502-0205, 2577-0232, 2577-0220, 2577-0230, and 2577-0169. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

III. Contact Information

If you have questions regarding this Notice, please contact your local HUD Field Office.

/s/ Lourdes Castro Ramirez
Principal Deputy Assistant Secretary for Public and Indian Housing

/s/ Edward Golding
Principal Deputy Assistant Secretary for Housing
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APPENDIX G

DECONCENTRATION POLICY

INTRODUCTION

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

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

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

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

II. DEFINITIONS

The following definitions are provided in order to clearly and define the affected developments and families under this Deconcentration Policy. A final rule was published at 24 CFR 903 on August 6, 2002, amending the definition of “Established Income Range” and that change is reflected in this revised policy.

Covered Developments: Public housing developments that are of general occupancy or family public housing developments that are not exempt from the deconcentration requirement.
**Exempt Developments**: Public housing developments that are operated by housing authorities with fewer than 100 units; public housing developments that house only elderly persons or persons with disabilities, or both; public housing developments operated by housing authorities that operate only one general occupancy development; public housing developments approved for demolition or conversion to tenant-based assistance; and public housing developments that include units operated in accordance with a HUD-approved mixed-finance plan using HOPE VI or public housing funds awarded before the effective date of the Deconcentration Final Rule.

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

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

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

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

**III. ANALYSIS**

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

a) Determine the PHA-Wide Established Income Range for all covered developments at least an annual basis.

b) Determine the average household income for each covered development.

c) Determine whether each covered development falls above, within, or above the established income range, except that the upper limit shall never be less than 30 per cent of the median area income limit.

d) Determine, for those developments having average incomes outside the established income range, if there are factors to explain and/or justify the income profile as being consistent with and furthering two sets of goals: the goals of deconcentration and income mixing as specified by the statute; and the local goals and strategies contained in the HA Annual Plan.

e) Where the income profile for a covered development is not explained and/or justified in the HA Annual Plan a specific policy to provide for deconcentration and income mixing in applicable covered developments.
Analysis will be completed at least annually, but may be accomplished more frequently to determine the effectiveness of various initiatives employed to achieve deconcentration.

IV. ACTION PLAN

If a covered development has been identified as falling above or below the established income range, the HA will define and communicate specific procedures to be employed with the goal of achieving deconcentration. It is the goal of the HA to generally increase the level of income for residents of public housing, create more stratified developments, and obtain agency self sufficiency, therefore; the Deconcentration Policy shall not be employed to be counterproductive to that goal. In addition, the policy will, under no circumstances, be employed through steering or in any way reducing the choice in residence of the individual family.

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

The HA may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner. These may include but are not limited to:

a) Rent Incentives to select particular developments.

b) Payment Plans for deposits.

c) Flexibility in move-in dates.

A family has the sole discretion whether to accept an offer of a unit made under the HA’s deconcentration policy. HA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the deconcentration policy.
In accordance with Federal Law, Trumbull Metropolitan Housing Authority permits Elderly or Disabled residents to have live-in aides. In order to be considered as a live-in aide, residents and/or the live-in aide applicant must provide documentation from a doctor or other knowledgeable professional that the resident requires the assistance of a live-in aide to be able to meet all the terms of the lease and that the resident will be able to meet all the terms of the lease with the assistance of the aide. Upon receipt of the certification, Trumbull Metropolitan Housing Authority will determine if the live-in aide is essential to the care and well being of the person, determine the live-in aide is not obligated to support the person and that the live-in aide is only residing in the unit to provide the necessary supportive services.

Once it is determined that the live-in aide applicant meets all of the above criteria, they will then be required to pass the housing authority's screening requirements as listed in part II of TMHA's Selection and Occupancy Policy. Under no circumstances will a live-in aide have any right to the unit upon the death or removal of the resident from the unit. Relatives of the resident who have met all of the requirements of a live-in aide can move into the unit, but will not have rights to occupy the unit upon the death of the resident or the resident's removal from the unit.

Live-in aides will not be permitted to partake in activities of the development nor may they enjoy any amenities of the development, or buildings, unless the live-in aide is partaking in such activities in order to enable the resident to attend. Examples include but are not limited to Drug Elimination Grant activities, Economic Development Grant activities, Community Picnics, and any facilities provided on site.

If the live-in aide is unable to provide necessary services and assistance to enable the resident to comply with the lease, or if the live-in aide himself/herself is found to be unable to comply with the conditions of the lease and the live-in aide agreement, TMHA will serve notice to both the live-in aide and the resident in writing of the violation. If management and the resident and the resident's live-in aide are unable to resolve the situation, the housing authority will determine the necessary course of action and proceed accordingly.

If, in the opinion of TMHA, the live-in aide's agreement must be canceled, TMHA will notify both the resident and the live-in-aide, in writing that the agreement will be canceled in 10 days. (NOTE: Live-in aides are not afforded the same consideration as residents, and therefore, have no means to grieve management's decision. Live-in aides not complying with the written notice, whether it was issued by TMHA or the resident, shall be treated as a trespasser and shall have appropriate civil or criminal action taken against them by TMHA.)

If, in the opinion of TMHA, the resident must be issued a lease termination to resolve the situation, the resident will have the opportunity to correct the alleged violation when appropriate. If the resident disagrees with the decision of TMHA, the resident has the right to appeal the decision by following the GRIEVANCE PROCEDURE as stated in APPENDIX C of the Admissions and Continued Occupancy Policy.
APPENDIX I

COMMUNITY ROOM RULES/REVISED 7/2018

RULES FOR TMHA COMMUNITY ROOMS & GROUNDS

1. Community rooms shall be used exclusively for programs and activities conducted by resident associations, resident social groups or community service agencies and designed for the benefit of the families residing in the development.

2. TMHA shall permit the community space to be used by resident sponsored groups for income producing activities such as benefits, bazaars, bake sales and resident only bingo games. Pot luck dinners and free lunches are also permitted providing they were prepared by residents for residents and no fee is accepted for their preparation,

GENERAL RULES

1. Community rooms in developments originally designed for the occupancy by elderly and persons with disabilities may be used for limited personal activities such as birthdays and anniversaries. Attendance at these activities is limited to residents and immediate family. (For the purpose of this policy, immediate family is defined as mother, father, children, grandchildren, brothers and sisters.) All requests for activities involving nonresidents must be submitted in writing to the housing manager at least 30 days prior to the scheduled activity.

2. Community rooms may not be used for activities that do not promote the positive well-being of the development and residents that reside in the development. Community rooms in developments originally designed for occupancy by families may be used for birthday parties, if currently residing in the development, during normal working hours (Monday thru Friday, 8:00 am – 5:00 pm). This request may be granted providing there is a 30 day advance written request submitted to the manager and the community room is not being used for any other function that involves services or activities that promote the well-being of the development and residents. Attendance at these parties is limited to residents of the development and immediate family as described elsewhere in this policy.

3. Requests for the use of the community room will be reviewed on a case by case basis. The housing authority reserves the right to require the presence of police security for all activities. If permission is granted for activities such as these, these activities shall also conclude prior to local curfew laws taking effect.

   Requests for activities as mentioned above must be submitted in writing at least 30 days in advance of the scheduled activity. If TMHA determines that there is a need for police security, proof must be provided at least seven (7) days in advance of the scheduled event.

4. No alcoholic beverages are to be served or carried into the community room for any activity.

5. All activities must conclude by 12:00 midnight.

6. Community rooms must be returned to an acceptable condition upon completion of the event.
   i. Floors must be swept and tables and chairs returned to the proper place.
   ii. Windows and doors must be secured.
   iii. All garbage and rubbish must be removed and placed in an approved location.
   iv. A general cleaning of the kitchen area, dishes and appliances must be done.

7. TMHA shall not be responsible for lost items.

8. TMHA shall not be responsible for incidents stemming from a violation of these policies and procedures. Users of community rooms agree to hold TMHA harmless in the event of any legal action stemming from the violation of any laws of the State of Ohio. Any resident found in violation of these rules and terms of the dwelling lease will be denied future privileges to use the community room and may be subject to cancellation of their dwelling lease.
PROHIBITED ACTIVITIES

1. TMHA community room facilities may not be used for services and activities that do not promote the positive well-being of the development and the residents that reside in it.

2. Resident associations, social committees and tenant patrols are not permitted to allow outside persons or businesses to prepare dinners or other foods that are subject to heat sensitivity such as beef, chicken, turkey, pork and fish, without prior written consent of TMHA. Persons or businesses that are not currently licensed in the food service industry and who do not have certification of liability insurance in the amount of $500,000.00 or more will be prohibited from providing, preparing and/or charging residents for such services on the property.

3. Residents and agencies shall not permit noises or acts which may disrupt other residents’ peaceful enjoyment of their accommodations. This includes, but is not limited to, maintaining the volume of radios, televisions and musical instruments.

4. Residents and agencies agree to refrain participants from loitering outside the community rooms, obstructing common areas, sidewalks, passages, elevators, stairs, parking lots and driveways.

5. *Gambling of all types is prohibited.*

6. Overcrowding of the community rooms are not permitted.

7. Community rooms may not be used for political meetings or personal monetary gain.

These guidelines have been established by recognizing that each TMHA Development is a separate community and has unique amenities. Amenities vary from Head Start Programs, lunch programs, kitchen facilities and size. Because of this fact, a maximum capacity for each community room has been established based on square footage and other local ordinances. These limitations shall be posted and will have to be strictly adhered to. This policy also recognizes the rights of other residents that choose not to participate in activities and protects their right of peaceful and quiet enjoyment of their community.

Community rooms are provided by TMHA for use by its residents and organizations that provide services to the residents of that community. The guidelines establish reasonable rules to ensure the community rooms serve their intended purpose without disturbing other residents or adding undue burden to TMHA for management, maintenance and liability purposes.

TMHA will provide community rooms to residents for resident sponsored activities only. Non-resident use of these sites will be limited to events that serve the general TMHA community or serve the resident organizations purpose. TMHA is required to recognize Certified Tenant Organizations. In communities with Certified Tenant Organizations, there will be no recognition granted to competing social groups as required by Federal Law. Competing groups and outside agencies must gain the support of the Tenant Organization to be able to use the community room facilities. Functions of competing groups and outside agencies will be reviewed on a case by case basis and will be scheduled on a first come, first serve basis.
IV. TRUMBULL METROPOLITAN HOUSING AUTHORITY

V. DWELLING LEASE

Development Name: ___________________________  Lease No. ___________________________

Development No.: ___________________________  Account No. ___________________________

I. DESCRIPTION OF THE PARTIES AND PREMISES

The TRUMBULL METROPOLITAN HOUSING AUTHORITY (hereinafter referred to as MANAGEMENT), in consideration of rental herein and statements made, does hereby lease to

______________________________________________

(hereinafter referred to as RESIDENT) the dwelling unit described below, under the terms and conditions stated herein.

Address: ______________________________________

The lease shall begin on ________________ and shall end the last calendar day of the month and shall automatically be renewed for successive terms of one month each, unless terminated by TMHA or RESIDENT (as set forth in Section XII).

II. AMOUNT AND DUE DATE OF REQUIRED PAYMENTS

A. RESIDENT agrees to pay rent when due at the MANAGEMENT OFFICE without requiring a statement. The monthly rent of $ __________ shall be due and payable on or before the 1st day of each month beginning _________________. Utility reimbursement payments of $ __________ shall be due and payable on or before the 10th of each month beginning _________________. This rent will remain in effect unless adjusted in accordance with the provisions of Section V hereof. Habitually paying the monthly rent late (more than three times in any calendar year) shall constitute separate and independent grounds for termination of this dwelling lease and for eviction.

B. Additional charges to RESIDENT for returned checks, sundry costs, excess consumption of utilities, additional or special services and use of special equipment are due and payable on or before the first day of the second month following the month in which the charges are incurred.

C. Reasonable costs of repairs or damages to the leased dwelling, development buildings, development facilities or other development areas, intentionally or negligently caused by the RESIDENT, by members of the RESIDENT'S family or by their visitors or guests, are due and payable on or before the first day of the second month following the month in which such charges occurred. Charges will be made in accordance with the schedule posted in the MANAGEMENT offices.

D. Failure by RESIDENT to pay rent and/or additional charges as described in (B) and (C) above, shall be cause for termination of tenancy and for eviction.

III. SECURITY DEPOSIT

RESIDENT agrees to pay $ __________ as a Security Deposit to be used by MANAGEMENT (at the
termination of this lease), towards reimbursement of the cost of repairing any intentional or negligent damages to the dwelling unit caused by RESIDENT, his family, dependents or visitors, and any rent or other charges owed by RESIDENT. Payment of the Security Deposit is to be made prior to occupancy.

MANAGEMENT agrees the balance, after payment of items as provided for above, if any, shall be returned along with an itemized statement of those costs to the RESIDENT at his last known address within 30 days after RESIDENT vacates premises, provided:

A. That all of the terms of this dwelling lease have been fulfilled by RESIDENT, and;

B. RESIDENT provides MANAGEMENT, in writing, with a 30-Day Notice of Intent to Vacate, and RESIDENT provides a forwarding address within thirty (30) days of RESIDENT’S vacating said premises.

In accordance with OHIO REVISED CODE 5321.16, RESIDENT’S failure to provide MANAGEMENT with a forwarding address as described in paragraph B above, shall waive the RESIDENT’S entitlement to a timely refund of the security deposit. MANAGEMENT retains the right to deduct necessary amounts to pay for damages to the unit and cleaning of the unit whether it is caused by RESIDENT, RESIDENT’S household members, visitors, or guests. Such deductions will be made without prejudice to any future claim for damages or monthly rent in excess of said sum. Under no circumstances shall the security deposit be applied solely to the last month’s rent in lieu of RESIDENT’S responsibility to fulfill rent obligations after providing a 30-day Notice of Intent to Vacate to MANAGEMENT.

IV. UTILITIES

MANAGEMENT agrees to furnish the following utilities in accordance with the current schedule of utilities posted in the MANAGEMENT office:

RESIDENT agrees to furnish all other utilities and to pay for excessive use of utilities furnished by MANAGEMENT.

MANAGEMENT will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

RESIDENT’S agreeing to furnish heat to the dwelling unit also agrees to maintain sufficient heat to prevent freezing of piped water. If, for any reason, RESIDENT is unable to maintain sufficient heat, he shall immediately notify MANAGEMENT. RESIDENT will be charged for any damages resulting from his failure to maintain sufficient heat, or to notify MANAGEMENT, unless, in the estimation of MANAGEMENT, the cause was beyond his control.

Failure to maintain utilities as described is a violation of Section IV of the lease and shall be cause for termination of tenancy and for eviction from the unit.

V. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

Once each year, as requested by MANAGEMENT, RESIDENT agrees to furnish accurate, current and complete information to MANAGEMENT on all household members as to family income and composition for use by MANAGEMENT in determining whether the rental should be changed, and whether the dwelling size is adequate. This determination will be made in accordance with the approved Schedule of Rents and Statement of Admission and Continued Occupancy Policy available in the MANAGEMENT office.

A. When an applicant or RESIDENT reports annual income that appears to be less than adequate for the family’s needs, or if the family appears to be eligible for income that is not reported to be received, RESIDENT agrees to provide MANAGEMENT written verification of the absence of such income from the funding agency or employer within ten (10) days of MANAGEMENT’S written notice to the RESIDENT.

B. If MANAGEMENT, determines (in accordance with the existing statement of policies) the unit is no longer appropriate to RESIDENT’S needs, MANAGEMENT may amend this lease by notice to RESIDENT, in accordance with Section V hereof, that RESIDENT will be required and agrees to move to another TMHA unit, at RESIDENT’S cost, within the development in which the RESIDENT lives, or if an appropriate size unit is not available
in the development in which the **RESIDENT** lives, to another TMHA development which does have an appropriate size unit giving the **RESIDENT** a reasonable time (15 days) in which to move. Transfers as requests for reasonable accommodation will be permitted and paid for by the PHA in accordance with the Reasonable Accommodation Policy and Procedure.

C. Rent, as fixed in Section II hereof, or as adjusted pursuant to the above, will remain in effect for the period between regular rent redeterminations unless during such period:

1. **RESIDENT** can show a change in his circumstances, which would justify a reduction in rent pursuant to the Schedule of Rents or such other circumstances as would create a hardship situation.

2. **RESIDENT** commences to receive public assistance, or their public assistance is terminated. Such a change must be reported to **MANAGEMENT** within ten (10) days of its occurrence.

3. **RESIDENT’S** income increases (by $40 gross or more per month) or decreases, which increase or decrease would require an adjustment in monthly rent pursuant to the Schedule of Rents. **(RESIDENT)** shall provide **MANAGEMENT** with written proof or verification of such change in income within ten (10) days of its occurrence.) **MANAGEMENT** will assist the **RESIDENT** by mailing said verifications to the appropriate party. If said verification is not returned in a timely manner, burden of proof still lies with **RESIDENT**

4. If it is found that **RESIDENT** has misrepresented to **MANAGEMENT** the facts upon which **RESIDENT’S** monthly rent is based, or has failed to report a change in income, so that the monthly rent **RESIDENT** is paying is less than **RESIDENT** should have been charged, then in such event, monthly rent shall automatically increase the first of the month following the discovery by **MANAGEMENT** of any such misrepresentation and **RESIDENT** shall be responsible for and pay in full to TMHA the increase in monthly rent retroactive to the date of such change in income within 60 days after notice thereof.

5. **MANAGEMENT** finds it is necessary to implement a complete or partially revised Schedule of Rents and Statement of Admission and Continued Occupancy Policy.

   In the event of any rent adjustment pursuant to the above, **MANAGEMENT** will mail, or deliver, a “Notice of Rent Adjustment” to **RESIDENT** within 30 days in advance of the effective date. In the case of rent decreases, the adjustment will become effective the first of the following month. In case of rent increases, the adjustment will be in effect the first of the second month following receipt of verification, unless the rent increase results from a finding of intentional misrepresentation under paragraph C-4 above. Failure to comply with this Section V or any part thereof, shall constitute separate and independent grounds for termination of this dwelling lease and for eviction. Notwithstanding, the above “Notice of Rent Adjustment,”

D. The remaining member of the assisted **RESIDENT** family is a family member (18 years and older) who remains in the unit when other members of the family have moved out and are not, or no longer, assisted. That being the case, unit size will be adjusted and rent re-calculated according to the new family size and income, provided, however, selection/rejection criteria must be met.

VI. **RESIDENT** OBLIGATIONS

**RESIDENT** agrees to the following in accordance with Federal, State and local laws and ordinances, upon executing this lease:

A. Not to assign this lease or to sublease or transfer possession of the premises.

B. Not to provide accommodations for unauthorized visitors, boarders, lodgers, or increase the number of occupants in the unit without the written consent of **MANAGEMENT**. (This does not include newborn children to the **RESIDENT** or **RESIDENT** family member currently listed on this lease and residing within the assigned unit). Reasonable accommodations for visitors and guests of up to 15 days per year/per household may be granted by **MANAGEMENT** once notified by **RESIDENT**. Any other accommodations are considered a violation of this lease.
C. Use the dwelling unit solely as a private dwelling for the resident and resident’s household as identified in this lease, and not to use or permit its use for any other purpose.

D. To abide by necessary and reasonable regulations set forth by MANAGEMENT and designed for the benefit and well-being of the development including, but not limited to, attending and participating in good faith in private conferences and discussions scheduled by MANAGEMENT with the intent of providing decent, safe, sanitary, and peaceful conditions for others living in the development.

E. Maintain the interior of the unit in a safe and sanitary condition including, but not limited to, removal of trash; regularly cleaning appliances whether or not provided by MANAGEMENT; and promptly reporting the need for repairs, etc.

F. Maintain the exterior of the unit in accordance with local laws and ordinances including, but not limited to, cutting of lawns; removal of glass, dirt, debris, ice and snow; removal of litter from lawns; proper disposal of trash, tires, furniture (not specially designed for exterior use); and general cleanliness of the entire exterior.

G. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning facilities and elevator.

H. Report of infectious or contagious diseases, such as measles, mumps, chicken pox, etc. to help avoid the spread of said diseases to other residents.

I. Park car in designated areas, with one car per family. Parking or driving on lawns within any development is strictly prohibited, including, but not limited to, time spent moving into or out of the premises. (Damages done to premises will be charged to responsible RESIDENT). Vehicles not properly registered at MANAGEMENT office, unlicensed vehicles, inoperable vehicles or vehicles left on jacks or blocks will be towed at owner’s expense. RESIDENT, RESIDENT’S household members and RESIDENT’S guests are strictly prohibited from doing any mechanical or body work on any vehicle on any premises owned by MANAGEMENT, including designated parking areas.

J. Report periods of extended absences in excess of seven (7) days to MANAGEMENT. RESIDENT is responsible for all damages to units that occur while RESIDENT is away.

K. Prepare unit for extermination following the rules set forth by MANAGEMENT and/or contractor, provided reasonable notice has been delivered (three days).

L. To act and cause household members or guests (defined as person or persons in, on or near the unit and grounds with the consent of any household member and/or under their control) to act in a manner which will not disturb other resident’s peaceful enjoyment of their accommodations and which will be conducive to maintaining the premises in a decent, safe and sanitary manner. Examples of unacceptable activities include, but are not limited to, public intoxication, loud music, excessive and inappropriate use of profanity, permitting unauthorized person(s) in secure buildings such as high rises, and late night traffic in and out of units or failure to cooperate and take reasonable action to correct these types of activities.

Any violation of the preceding section shall be cause for termination of the lease and eviction from the unit.

VII. CRIMINAL ACTIVITY/DRUG RELATED CRIMINAL ACTIVITY


1. ANY criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, TMHA employees, or contractors/agents of the Authority including, but not limited to, damaging the premises, crimes against people, crimes against property and crimes and/or incidents that disturb people. Examples of criminal activity include, discharging firearms, brandishing weapons, etc.
2. Any drug related criminal activity in, on or near, and off the properties owned and managed by TMHA. (See list of properties on last page of this document.)

For purposes of this lease, drug related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Any criminal activity or drug related criminal activity as stated in Section VII of this lease, shall be cause for immediate termination of the lease (3 day Notice to Vacate), whether or not an arrest has been made and/or whether or not a conviction has been obtained.

Leases terminated for serious violations of the material terms of the lease as stated in this section of the lease, will not qualify for a hearing under the Administrative Grievance Procedure, but shall be provided the opportunity for a hearing in court to insure due process.

VIII. PETS

A. Pets are not permitted in any development designed for families. TMHA does allow assistance animals as reasonable accommodation for individuals with disabilities without regard to building designation.

B. MANAGEMENT has established rules and regulations for ownership of a pet or pets in accordance with Section 227 of the Housing/Rural Recovery Act of 1983, so that persons residing in developments designated for elderly, disabled and near elderly persons can keep a pet. In such cases, Appendix #9, Pet Regulations, will be an addendum to this lease, and additional deposit required.

Violation of the preceding section shall be cause for termination of tenancy and for eviction from the unit.

IX. DAMAGE AND REPAIR

A. RESIDENT shall use reasonable care to keep his dwelling unit and assigned exterior surroundings in such condition as to prevent health, safety, or sanitation problems from arising. RESIDENT will make NO ALTERATIONS OR ADDITIONS to, on or about the premises. RESIDENT agrees not to remove any fixtures (including smoke detectors), equipment, appliances or appurtenances or cause the same to be removed from premises, or erect any antenna, or to paint or cover any walls, ceilings, floors, appliances or woodwork, or other surfaces in said premises with any type of contact paper, imitation brick, mirror, decal, carpet or any other substance without the prior written consent of MANAGEMENT. Excessive or intentional damage to premises caused by RESIDENT, RESIDENT’S household members, RESIDENT’S guests, visitors or invitees shall constitute separate and independent grounds for termination of this dwelling lease and for eviction.

RESIDENT shall notify MANAGEMENT within 24 hours of known need for repairs to his dwelling unit, and/or known unsafe conditions in the common areas and grounds of the development, which may lead to damage or injury. Except for normal wear and tear, RESIDENT agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises or development, or extra maintenance expense caused by the RESIDENT, his family, dependents or visitors. In the absence of a satisfactory explanation, damage to premises shall be deemed to be caused by RESIDENT, his family, dependents, or visitors intentionally, or due to his negligence. Such charges shall be billed to RESIDENT and shall specify the items of damages involved, repairs needed to be made, and the reasonable cost thereof.

MANAGEMENT and RESIDENT hereby jointly waive all rights to recovery against each other, to the extent that payment for any loss of damage to the dwelling unit, or to personal property therein, is made under Fire, Extended Coverage, and Vandalism and Malicious Mischief Insurance, or similar insurance, whether said property is owned by MANAGEMENT or RESIDENT. MANAGEMENT, nor any of its employees, will be liable for damages, or loss from theft, or for any other cause whatsoever, to the property of the RESIDENT, members of his family, or his visitors or guests, while performing their required and authorized duties of the MANAGEMENT. (TMHA strongly urges RESIDENTS to obtain renter’s insurance to help reduce their loss of personal belongings due to fire, theft, etc.) RESIDENT will be liable if RESIDENT, members of his family, or guests intentionally or negligently damage
TMHA property to the extent of the deductible amount of the property insurance the Housing Authority currently has in effect at the time of the damage.

B. **MANAGEMENT** shall maintain the buildings and common areas and grounds of the development in a decent, safe and sanitary condition in conformity with the requirements of Local Housing codes and applicable regulations of the Department of Housing and Urban Development. **MANAGEMENT** shall 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; and shall provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual **RESIDENT** family) for the deposit of garbage, rubbish and other waste removed from the premises by the **RESIDENT** in accordance with paragraph VI E & F of this lease; and will supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate time of the year (according to local custom and usage) except where the building that includes the dwelling 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 the **RESIDENT** and supplied by a direct utility connection. **MANAGEMENT** shall make all necessary repairs, alterations, and improvement to the dwelling unit with reasonable promptness, at its own cost and expense, except as otherwise provided in this section. If repairs or defects hazardous to life, health, and safety (in the estimation of the **MANAGEMENT**) are not made, or temporary alternative accommodations offered to the **RESIDENT** within seventy-two hours of **RESIDENT** reporting same to **MANAGEMENT** in writing, and if it was within **MANAGEMENT**'s ability to correct the defect or to obtain the correction thereof, then **RESIDENT**’s rent may abate during the entire period of the existence of such defect while he is residing in the unreppaired dwelling. Anything to the contrary notwithstanding, there shall be no reduction of monthly rent if the damage to premises was caused by **RESIDENT**, **RESIDENT**’s household members, **RESIDENT**’s visitors, or invitees, nor shall rent abate if the **RESIDENT** rejects reasonable alternative temporary accommodations. Any abatement claimed by **RESIDENT** shall not become effective unless and until:

1. **MANAGEMENT** consents to same; or

2. a grievance requesting such abatement filed pursuant to the Grievance Procedure is finally determined in favor of the **RESIDENT**. Until either of such events, **RESIDENT** shall pay his rent when due to the Trumbull Metropolitan Housing Authority, or into an account established pursuant to the Ohio Revised Code.

X. **INSPECTIONS**

A. When **RESIDENT** moves in, **MANAGEMENT** shall inspect the dwelling unit and shall give **RESIDENT** a written statement (if requested) of the condition of the dwelling unit and the equipment in it. **RESIDENT** must join in such inspection and countersign the statement as to condition.

B. **RESIDENT** agrees that the duly authorized agent, employee or representative of **MANAGEMENT** will be permitted to enter **RESIDENT**’s dwelling unit for the purpose of examining the conditions thereof, or for making improvements or repairs. Such entry may be made only during normal working hours (e.g. 8:00 a.m. to 5:00 p.m.) after advance notice (24 hours) to the **RESIDENT** of the purpose of the inspection is provided; however, **MANAGEMENT** shall have the right to enter **RESIDENT**’s dwelling unit without prior notice to **RESIDENT** if **MANAGEMENT** reasonably believes that an emergency exists which requires such entrance. **MANAGEMENT** must promptly notify **RESIDENT**, in writing, of the date, time and purpose of such entry and of the emergency which necessitated it.

C. When **RESIDENT** vacates, **MANAGEMENT** will inspect the dwelling unit and give **RESIDENT** a written statement of the charges, if any, for which **RESIDENT** is responsible. **RESIDENT**, or his representative, may join in such inspection.

D. **RESIDENT**’s failure to permit **MANAGEMENT** to enter the unit for the purpose of inspection shall be cause for termination of tenancy and for eviction from the unit.

XI. **LEGAL NOTICES**

Any notice required hereunder will be sufficient if delivered in writing to **RESIDENT** personally, or to an adult member of his family residing in the dwelling unit or if affixed to the door of the premises, or if sent by certified
mail, return receipt requested, properly addressed to RESIDENT, postage prepaid. Notice to any one RESIDENT shall constitute notice to all RESIDENTS and RESIDENT’S household members of said premises from which eviction is sought.

XII. TERMINATION OF THE LEASE

A. In cases involving the creation or maintenance of a threat to the health or safety of other RESIDENTS or MANAGEMENT employees, MANAGEMENT shall provide three (3) days notice pursuant to HUD Handbook 7465.1 Revised and Ohio Revised Code, Section 1923.04 and 1923.02 (1), or 14 days in the case of failure to pay rent (CFR 966.4-L-2-I).

B. This dwelling lease may be terminated by MANAGEMENT or RESIDENT by giving to the other at least one (1) month or thirty (30) days, whichever is shorter, advance written notice of termination of tenancy (Ohio Revised Code, Section 5321.17). Said notice shall include effective date of termination of tenancy which in all cases shall be the last day of a month (i.e. notice given October 15 shall be effective no sooner than November 30). RESIDENT’S failure to give MANAGEMENT the minimum advance written notice required herein of RESIDENT’S intention to terminate this dwelling lease shall render RESIDENT liable for one month’s monthly rent in addition to any other rent charges or damages due. In the case of death of a resident, liability for rent will cease the day keys are returned to MANAGEMENT.

C. This lease may be terminated by RESIDENT at any time by giving thirty (30) days written notice in the manner specified in Sections XI and XII-A & B. Notice to MANAGEMENT must be in writing and delivered to the Housing Manager, personally, at the MANAGEMENT office of the development within which RESIDENT resides, or sent to MANAGEMENT by properly addressed (postage paid) first class mail.

RESIDENT agrees to leave the dwelling unit in a clean and good condition (in the estimation of the MANAGEMENT), reasonable wear and tear excepted, and to return the keys to MANAGEMENT when unit has been vacated. (RESIDENT assumes responsibility for rent, damage and repair until keys have been returned to MANAGEMENT office).

D. This lease may be terminated by MANAGEMENT at any time by giving written notice, as set forth in Sections XI and XII-A & B, not less than thirty days prior to termination, except as set forth in Sections XII-A & B above. Such notice may be given for good cause only (in the estimation of the MANAGEMENT), such as serious or repeated interference with the rights of other RESIDENTS, serious or repeated damage to the premises, abandonment of premises, creation of physical hazards or other violations of this lease agreement. Notice by either party of termination of this lease may be given on any day of the month. If MANAGEMENT should elect to terminate this lease, RESIDENT must be invited to a private conference by duly authorized representative of MANAGEMENT, and to be told the reason(s) for eviction, and must be given an opportunity to make such reply or explanation as he may wish. At the time of the conference, RESIDENT must be informed of:

1. The specific reasons for the proposed eviction and the alleged facts upon which it is based; and

2. His right to request a hearing upon the proposed eviction in the manner provided in Section XIII of this lease.

RESIDENT shall attend the conference to which he/she is invited at the time set, or RESIDENT may arrange with MANAGEMENT an alternative time, no later then three working days from date of the original conference. If RESIDENT fails to do so, the resident shall be notified in writing, of any and all matters that were to do discussed at said private conference, unless they had been previously advised in the letter inviting them to the private conference.

XIII. GRIEVANCE PROCEDURE

All grievances or appeals arising under this lease shall be processed and resolved pursuant to the Grievance Procedure of MANAGEMENT which is in effect at the time such grievance or appeal arises, which procedure is posted in the development office, incorporated herein by reference, and provided to resident at the execution of this lease.
XIV. CHANGES

It is expressly agreed that the conditions covered by this lease are subject to the current statement of policies, including schedule of rents and income limits as established by MANAGEMENT and approved by the Department of Housing and Urban Development, or its successor.

This lease, along with Statement of Policies governing occupancy, adopted eviction policy, and handbooks prepared by MANAGEMENT and incorporated herein by reference, together with any future adjustments of rent for dwelling unit, in writing, signed and dated by both parties.

Additional documents received and initialed by resident at move-in:

Drug Policy__________ Grievance Procedure__________ Lead Based Paint__________

Additional Adult Letter__________ Resident Obligations__________ Lease Briefing Book__________

Pet Regulations(7/18)__________ Housekeeping Standards__________ Procedure for Reporting
Vandalism__________

Reasonable Accommodation Policy__________ Effective Communication Policy__________

HUD Housing Discrimination Complaint__________ Smoke Free Policy__________

TMHA PROPERTIES (as stated in Section VII, Criminal Activity/Drug Related Criminal Activity, paragraph 2.)

(a) FAMILY DEVELOPMENTS

1. TRUMBULL HOMES 1970 HAZELWOOD AVE SE WARREN OH 44484
2. HIGHLAND TERRACE 377 LANE DR SW WARREN OH 44483
3. FAIRVIEW GARDENS 2035 BENTON ST SE WARREN OH 44484
4. WARREN SCATTERED SITES
   LANCER COURT LANCER CT NW WARREN OH 44485
   REO COURT REO BLVD NW WARREN OH 44483
5. RIO TERRA                            LEAVITTSBURG OH 44430
6. GIRARD SCATTERED SITES
7. HILLTOP GARDENS 8111 ADDISON RD MASURY OH 44438
8. DRAPER ST APTS 2035 BENTON SE WARREN OH 44484
9. FOREST RIDGE FOREST RIDGE CT MINERAL RIDGE OH 44440
10. KENMORE PLAZA AVE WARREN OH 44483

b. ELDERLY/DISABLED COMPLEXES

10. RIVerview APTS
    BUCKEYE BLDG 700 BUCKEYE ST NW WARREN OH 44485
    TOD BLDG 250 TOD AVE NW WARREN OH 44485
11. MCKINLEY TOWERS 425 SENECA ST NILES OH 44446
12. HUBBARD MANOR 105 W LIBERTY HUBBARD OH 44425
13. NORTHVIEW 511 NORTH AVE GIRARD OH 44420
14. EASTVIEW 4420 YOUNGSTOWN RD SE WARREN OH 44484
15. VALLEY WEST 529 BROOKFIELD AVE MASURY OH 44438
16. ELMS 2300 PLAZA AVE NE WARREN OH 44483
17. HEATON HOUSE 1123 NORTH RD NILES OH 44446
18. WEST PARK MANOR 601 WEST PARK AVE HUBBARD OH 44425
19. MORGANDALE PLAZA AVE WARREN OH 44483
20. GIRARD MANOR WASHINGTON GIRARD OH 44425
21. EAGLE CREEK MYRON HUBBARD OH 44425
IN WITNESS WHEREOF, the parties have executed this agreement this __________
day of __________, at ____________________, Ohio.

TRUMBULL METROPOLITAN HOUSING AUTHORITY

___________________________________________
Resident

___________________________________________
Witnessed By

___________________________________________
Resident

___________________________________________
HOUSING MANAGER

TMHA Resolution No. 5397

Approved DHUD Letter ________________
TRUMBULL METROPOLITAN HOUSING AUTHORITY

4076 Youngstown Road SE • Warren, Ohio 44484 • 330-369-1533 • Fax 330-369-6731

TRUMBULL METROPOLITAN HOUSING AUTHORITY DRUG POLICY

DONALD W. EMERSON, JR., EXECUTIVE DIRECTOR

As a resident, we must inform you that the following activities are strictly prohibited under Federal Law, either in, on, near, and off public housing properties:

1. The illegal use of controlled substances.
2. The illegal sale of controlled substances.
3. The illegal manufacturing of controlled substances; or
4. The illegal possession of controlled substances with the intent to manufacture, sell, distribute, or use a controlled substance.

The above policy applies to you, your family, and any and all guests of your unit. Violation of this policy will result in the immediate issuance of a 3 Day Notice to Vacate your public housing unit.

By signing this statement, you are certifying that it has been read and explained to you by a representative of TMHA and that you understand the meaning. Further, you understand that this document will be used against you in a court of law, if necessary.

________________________  __________________________
Head of Household               Spouse/Other

______________________________
TMHA Representative

______________________________
Date
TO THE TENANT

Trumbull Metropolitan Housing Authority policy states that no adult persons, other than those listed on the original application and lease, shall stay and take residence in your unit. Tenants are permitted to give accommodations to guests or visitors for a period not to exceed 15 days with approval of Management, in accordance with Section VI of the lease. The above is enforced to insure that the total amount of income, assets, and family composition is accurate, current, and complete, so that your rent is properly figured in accordance with Section V of the lease.

By signing this statement, I agree that there will be no other adult persons living or staying in my apartment, except those names listed on the original application and lease, without first obtaining the approval of MANAGEMENT.

I understand, that if, at any time during my tenancy, I fail to abide by the above policy, it could result in eviction, lifetime loss of PHA program, repayment of any retroactive rent that may be due and possible theft and fraud charges under state and federal laws.

I understand the above statement and agree to contact the Office and provide them with the necessary information before any additional adult person or persons are permitted to stay or live in the unit in accordance with Section V and VI of the lease.

___________________________  ______________________
Signature of Tenant                      Date

___________________________  ______________________
Signature of Tenant                      Date

___________________________  ______________________
TMHA Representative                      Date
RESIDENT OBLIGATIONS

Pay rent in full on or before the first of every month without receiving a statement. Payment shall be in the form of money order or check.

Maintain utility services to your unit to avoid being charged for damage done by lack of heat.

Report all changes of income of $40.00 or more a month to MANAGEMENT within ten (10) days of it occurring.

Report changes in family composition within ten (10) days.

Do not sublease your apartment.

Do not provide accommodations to boarders or lodgers without first notifying and getting the approval of your Manager.

Abide by reasonable requests of MANAGEMENT designed for the benefit and well-being of the community.

Maintain the interior of the unit by removing garbage and trash, and cleaning appliances.

Maintain the exterior of the unit by regularly removing trash, tires, furniture, glass, and in the winter, ice and snow.

Use utilities provide by MANAGEMENT in a reasonable manner.

Report infectious diseases such as measles, mumps, chicken pox, etc.

Register and park your vehicle in designated areas.

Report the need for repairs and extermination within 24 hours of discovering the problem.

Do not engage in criminal activity or drug related criminal activity in, on, near, and off the premises.

Violations of the above conditions by a resident, a resident household member, or resident guest could result in the resident and other family members losing their home. Questions on this or any other part of your lease should be directed to your Housing Manager.
OBJECTIVE:
To establish guidelines for management personnel where household inspections, maintenance reports, and complaints are concerned and to establish basis for MANAGEMENT when decisions on charges and evictions are concerned.

PURPOSE:
It is the responsibility of TMHA to provide decent, safe and sanitary housing for the families we serve. In order to do this, tenants must also do their part and contribute to the goal of the organization. This sheet is set forth to better inform the residents about the expectations of TMHA.

DAMAGE:
Any damage done to walls, doors, screens, windows, and appliances furnished by TMHA is considered unacceptable. Any damage done to the unit is charged to the tenant at the rate posted on the bulletin board at the management office. Excessive damage to an apartment is unacceptable and may cause lease termination.

HEALTH AND SANITATION:
Tenants are responsible for maintaining a clean and sanitary apartment. This includes proper disposal of trash, cleaning of stoves and refrigerators, proper storage of leftover food items, and maintaining utility service to their apartment at all times. Damages done to an apartment by improper care from a tenant will result in the tenant being charged for repairs and possible lease termination.

EXTERIOR:
Tenants are responsible for regularly picking up trash and litter from their lawns, washing their garbage containers, and cleaning their parking areas. Failure to do so will result in TMHA charging residents for extra maintenance.

MISCELLANEOUS:
When inspecting your apartment, TMHA also looks for other hazards such as broken or cracked covers on your light switches and outlets, detached or non-working smoke detectors, leaking faucets, clogged drains, evidence of roaches and other conditions that could contribute to unsafe living conditions.

Some examples of unsafe conditions are improper storage of boxes or flammable liquids near your furnace and hot water tank, tripping hazards such as telephone and cable TV wires running up stairways and excessive use of extension cords. If any of these conditions exist, you will be required to correct them immediately.

Finally, you as a tenant, are responsible to report any items that may cause damage to your apartment such as water leaks, electrical problems, and gas leaks. If you fail to do this, you can be held responsible for any damages caused by your negligence. All repairs must be called to the WORK ORDER MAINTENANCE DEPARTMENT AT 330-, not the Manager’s office. If a work order has not been completed satisfactorily, please contact your Manager immediately.
NOTICE

The Policy on the proper procedure for reporting vandalism to resident’s apartments seems not to be completely clear to many residents.

When properly reported, TMHA will free the resident of all responsibility in cases where they are clearly innocent of all causes (i.e., did not play a part in the damage to the unit, a family squabble or confrontation with guests, etc.) and exercised reasonable efforts to protect their unit from outsiders.

The resident must file a Police Report within 24 hours of the incident and a copy of the report must be provided to the Housing Authority, at the resident’s expense, within the following 96 hours.
I. ADDENDUM TO TMHA PUBLIC HOUSING LEASE

Beginning October 1, 1999, and reinstated August 1, 2003, public housing residents are required to participate in a minimum of eight (8) hours per month of community service. TMHA is now required, by law, to not renew the lease of the residents that fail to comply with the Community Service Requirement.

This requirement does not apply to elderly persons, disabled persons, persons already employed (more than ten hours per week), persons exempt from work requirements under the State of Ohio Welfare to Work Program or persons receiving assistance by complying with the requirements of the State of Ohio Program. Residents receiving reduced benefits for failing to comply with welfare agency requirements will no longer have their rents adjusted (reduced) as a result of sanctions.

Compliance with the Community Service requirement will be monitored at each annual recertification. This requirement pertains to all adults members of the household and each adult member of the family must sign this form to comply with the regulation.

By signing this addendum, you are agreeing that it has been explained to you, that you understand it’s contents and that you will abide by the contents of it.

Head of Household: ___________________________ Date:____________

Spouse/Other: ___________________________ Date:____________

Other Adults: ___________________________ Date:____________

TMHA Representative: ___________________________ Date:____________
APPENDIX J (CONTINUED)

RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

PARKMAN LANDING FOR SENIORS

1. PARTIES

THIS LEASE AGREEMENT (herein called the “Lease”) is entered into this ____ day of ______, 20____ between Parkman Landing Associates, Ltd. (herein called “LANDLORD”), and ______________________________ (herein called the “Tenant”).

All persons signing this Lease are jointly and severally liable for all conditions stated herein.

2. PROPERTY DESCRIPTION

LANDLORD, relying upon the representation of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, the dwelling unit LOCATED at ________________________________________________________ (and hereinafter called the “premises”) to be occupied exclusively as a private residence by Tenant and household. The UNIT NUMBER is: __________.

3. HOUSEHOLD COMPOSITION

The Tenant's household is composed of the individual(s) listed below. All members of the household over age 18 shall execute the lease.

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
<th>Date of Birth</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

4. TERM

This Lease shall begin on the ____ day of _____________, 20____ and terminate on the ____ day of _____________, 20____. Thereafter, unless terminated by Tenant, this Lease shall be deemed to be continued in its present form for an additional year and may be terminated only as described in Paragraph 19.

5. RENT

Initial rent (prorated for partial month) shall be $_________ and, if applicable, the Tenant shall receive the benefit of $_________ from LANDLORD for Utility Reimbursement (for partial month).

Thereafter, rent in the amount of $________ per month (the “RENT”) shall be payable on or before the first day of each month.

_____This is the flat rent for the Premises.

_____This rent is based on the income and other information reported by the Resident.

Rent shall remain in effect unless adjusted by the LANDLORD.

Notwithstanding the foregoing paragraph of this Lease, Resident hereby agrees and acknowledges that the total rent established for the Premises is predicated on the current median income adjusted for family size as established by the U.S. Department of Housing and Urban Development and utility allowances as established by the local housing authority or provider of utilities. Accordingly, when and if the median income is adjusted by the U.S. Department of Housing and Urban Development or the utility allowances are adjusted by the local housing authority or provider of utilities, the total rent for the Premises may be adjusted regardless of the lease termination date and in accordance with local laws.
6. **PAYMENT LOCATION**
Rent and other charges can be paid at the Office located at RIVerview APARTMENTS, 700 BUCKEYE ST, WARREN, OHIO or at other locations specified in this Residential Lease.

7. **METHOD OF PAYMENT & CHARGES FOR LATE PAYMENT AND RETURNED CHECKS**
LANDLORD will not accept cash. If the Tenant does not pay the full amount of the rent shown in Paragraph 5 by 5:00 p.m. on the ______th day of the month, the Landlord may collect a late fee of $______ or terminate this Lease. Landlord may terminate this Lease for non-payment of rent, as explained in Paragraph 18. In addition, the Landlord may collect a fee of $______ if a check is not honored for payment (bounces). The Tenant shall be required to make all future payments by cashier’s check or money order.

The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

When LANDLORD makes any change in the amount of Total Tenant Payment or Tenant Rent, LANDLORD shall give written notice to Tenant 30 days in advance of the change, provided the tenant has reported the income change within a reasonable amount of time (ten calendar days). The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure.

8. **CONDITION OF THE DWELLING UNIT**
By signing this Lease, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order.

(a) **Move-in Inspection**: LANDLORD and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. LANDLORD will give Tenant a written statement (herein called the “Move-In Unit Inspection Report”) of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The Move-In Unit Inspection Report shall be signed by LANDLORD and Tenant and a copy of Report is retained in Tenant’s folder. LANDLORD will correct any deficiencies noted on the Move-In Unit Inspection Report, at no charge to Tenant. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Move-In Unit Inspection Report.

(b) **Move-out Inspection** -- LANDLORD will inspect the unit at the time Tenant vacates and give Tenant a Move-Out Unit Inspection Report of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to LANDLORD.

9. **CHARGES FOR UTILITIES AND APPLIANCES**
LANDLORD-Supplied Utilities: If indicated by an (X) below, LANDLORD provides the indicated utility as part of the rent for the premises:

( ) Electricity  ( ) Natural Gas  ( ) Heating Fuel  ( ) Water  ( ) Sewerage  ( ) Other:

If indicated by an (X) below, LANDLORD shall provide the following appliances for the premises:  ( ) Cooking Range  ( ) Refrigerator

Tenant-Paid Utilities: If indicated by an (X) below, LANDLORD shall provide Tenant with a Utility Allowance in the monthly amount totaling $_______ for the following utilities:

( ) Electricity  ( ) Gas  ( ) Heat  ( ) Water  ( ) Sewerage  ( ) Trash removal  ( ) Tenant-supplied cooking range  ( ) Tenant-supplied refrigerator

If Tenant fails to pay utility bills for which they are responsible in a timely manner, the LANDLORD may terminate the Lease as described in Paragraph 19.
Charges for excess appliances are due per the following:

**Air Conditioners**: An additional charge of $_______ per month will be payable for each air conditioner in the premises for each month of occupancy.

**Other Appliances**: If checked below, an additional charge of $_______ per month for each of occupancy for each excess appliance on the premises.

- ( ) Freezer, type________
- ( ) Second color TV
- ( ) Automatic washer
- ( ) Second Stereo
- ( ) Extra Refrigerator
- ( ) Electric space heater
- ( ) Other: __________________________

10. **OTHER CHARGES**

   In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. Other charges can include:

   - (a) **Maintenance costs** -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When LANDLORD determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by LANDLORD or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to LANDLORD for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

   - (b) **Excess Utility Charges** -- At developments where utilities are provided by LANDLORD, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.

   - (c) If indicated by an (X) on the Lease Agreement, LANDLORD will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of LANDLORD. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office.

   - (d) **Tenant Responsibilities**: Tenant agrees not to waste the utilities provided by LANDLORD and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space.

11. **SECURITY DEPOSIT**

    Tenant agrees to pay $__________ as a security deposit.

    LANDLORD's Responsibilities: LANDLORD will use the Security Deposit at the termination of this Lease:

    - (a) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
    - (b) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

    The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and LANDLORD has inspected the dwelling unit.

    The return of a security deposit shall occur within 30 days after Tenant moves out. LANDLORD agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes LANDLORD with a forwarding address. If any deductions are made, LANDLORD will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.
12. **LANDLORD OBLIGATIONS:**

LANDLORD shall be obligated:

(a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
(b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
(c) To make necessary repairs to the dwelling unit;
(d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
(e) To 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 with LANDLORD;
(f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;
(g) To supply running water and reasonable amounts of hot water and reasonable amount 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 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;
(h) To notify Tenant of the specific grounds for any proposed adverse action by LANDLORD. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When LANDLORD is required to afford Tenant the opportunity for a hearing under the LANDLORD grievance procedure for a grievance concerning a proposed adverse action:
   a. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(l)(3) shall constitute adequate notice of proposed adverse action.
   b. In the case of a proposed adverse action other than a proposed lease termination, LANDLORD shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

13. **TENANT OBLIGATIONS:**

Tenant shall be obligated:

(a) Not to assign the Lease, nor sublease the dwelling unit.
(b) Not to give accommodation to boarders or lodgers.
(c) Not to give accommodation to long term guests (in excess of 15 days) without the advance written consent of LANDLORD.
(d) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household, and not to use or permit its use for any other purpose.
   This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to LANDLORD's Occupancy standards, and so long as LANDLORD has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
(e) To abide by necessary and reasonable regulations promulgated by LANDLORD for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
(f) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
(g) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.

(h) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by LANDLORD. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.

(i) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

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

(k) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.

(l) To act, and cause household members or guests to act in a manner that will:
   a. Not disturb other residents' peaceful enjoyment of their accommodations; and
   b. Be conducive to maintaining all LANDLORD projects in a decent, safe, and sanitary condition.

(m) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
   a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of LANDLORD's public housing premises by other residents or employees of LANDLORD, or;
   b. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

(n) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of LANDLORD. To make no changes to locks or install new locks on exterior doors without LANDLORD's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers are accepted) without authorization by LANDLORD.

(o) To give prompt prior notice to LANDLORD of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.

(p) To act in a cooperative manner with neighbors and LANDLORD Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and LANDLORD staff.

(q) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Ohio anywhere on the property of LANDLORD.

(r) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.

(s) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

(t) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit,

(u) To refrain from placing signs of any type in or about the dwelling.

(v) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the LANDLORD's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
(w) To remove from LANDLORD property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by LANDLORD. Any inoperable or unlicensed vehicle as described above will be removed from LANDLORD property at Tenant's expense. Automobile repairs are not permitted on project site.

(x) To remove any personal property left on LANDLORD property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by LANDLORD. Costs for storage and disposal shall be assessed against the former tenant.

(y) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(z) Not to commit any fraud in connection with any Federal housing assistance program, and
   a. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
   aa) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
   bb) For Public Housing Residents only - each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the LANDLORD) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

14. **GENERAL OBLIGATIONS**

In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

LANDLORD Responsibilities:

(a) LANDLORD shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.

(b) LANDLORD shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. LANDLORD is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.

(c) Tenant shall accept any replacement unit offered by LANDLORD.

(d) In the event LANDLORD, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.

(e) If LANDLORD determines that the dwelling unit cannot be occupied because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

(a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.

(b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by LANDLORD, during the time in which the defect remains uncorrected.
15. **ADDITIONAL TERMS AND CONDITIONS:**

The following terms and conditions of occupancy are made a part of this Lease.

(a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of LANDLORD, members of the household may engage in legal profit making activities in the dwelling unit.

   a. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding 15 days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

   b. Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and LANDLORD cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN, LANDLORD will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, LANDLORD will work with appropriate agencies to secure suitable housing and will terminate the Lease.

      i. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

   c. Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount of the Lease Agreement is due each month until changed as described below.

(b) The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years.

(c) At the Annual Certification, Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.

(d) Tenant promises to supply LANDLORD, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

   a. Failure to supply such information when requested is a serious violation of the terms of the lease and LANDLORD may terminate the lease.

   b. All information must be verified. Tenant agrees to comply with LANDLORD requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

   c. LANDLORD shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by LANDLORD to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

   d. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(e) Rent will not change during the period between regular re-examinations, UNLESS during such period:

   a. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant’s TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement.

      i. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

   b. If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged, LANDLORD then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

   c. Rent formulas or procedures are changed by Federal law or regulation.

(f) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

   a. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

(g) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; All notices will state the effective date of the rent adjustment.

   a. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
b. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

c. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), LANDLORD shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

16. **ENTRY OF PREMISES DURING TENANCY**

Tenant Responsibilities--
(a) Tenant agrees that the duly authorized agent, employee, or contractor of LANDLORD will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

(b) When Tenant calls to request maintenance on the unit, LANDLORD shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when LANDLORD comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

LANDLORD's Responsibilities--
(a) LANDLORD shall give Tenant at least 24 hours written notice that LANDLORD intends to enter the unit. LANDLORD may enter only at reasonable times.

(b) LANDLORD may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(c) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, LANDLORD shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

17. **NOTICE**

(a) Tenant Responsibility-- Any notice to LANDLORD must be in writing, delivered to the Project Office or to LANDLORD's central office, or sent by prepaid first-class mail, properly addressed.

(b) LANDLORD Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant.

(c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

(d) If Tenant is visually impaired, all notices must be in an accessible format.
18. **TERMINATION OF LEASE**

In terminating the Lease, the following procedures shall be followed by LANDLORD and Tenant:

(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause.

Such serious or repeated violation of terms **shall include but not be limited to**:

- The failure to pay rent or other payments when due;
- Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fiftieth of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
- Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- Misrepresentation of family income, assets, or composition;
- Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations.
- Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
- Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of LANDLORD's public housing premises by other residents, or any drug-related criminal activity.
- Offensive weapons or illegal drugs seized in a LANDLORD unit by a law enforcement officer;
- Any fire on LANDLORD premises caused by carelessness or unattended cooking.

(b) LANDLORD shall give written notice of the proposed termination of the Lease of:

- 14 days in the case of failure to pay rent;
- A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or LANDLORD staff is threatened;
  - 30 days in any other case.

(c) The notice of termination:

- The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine LANDLORD documents directly relevant to the termination or eviction.
- When LANDLORD is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with LANDLORD's grievance procedures.
- Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- When LANDLORD is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under LANDLORD's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
- When LANDLORD is not required to offer Tenant the opportunity for a hearing under the grievance procedure and LANDLORD has decided to exclude such grievance for LANDLORD grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by LANDLORD for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
f. LANDLORD may evict Tenant from the unit only by bringing a court action.

(d) Tenant may terminate this Lease at any time by giving thirty days written notice.

a. In deciding to evict for criminal activity, LANDLORD shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, LANDLORD may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. LANDLORD may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

b. When a LANDLORD evicts a Tenant from a dwelling unit for criminal activity LANDLORD shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

19. WAIVER

No delay or failure by LANDLORD in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

20. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by LANDLORD, uniform standards for resident housekeeping have been developed for all tenant families.

(a) LANDLORD Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. LANDLORD will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection LANDLORD will notify Tenant in writing if he/she fails to comply with the standards. LANDLORD will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, LANDLORD will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

(b) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

(c) Housekeeping Standards: Inside the Apartment General--

a. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
b. Floors: should be clean, clear, dry and free of hazards.
c. Ceilings: should be clean and free of cobwebs.
d. Windows: should be clean and not nailed shut. Shades or blinds should be intact.
e. Woodwork: should be clean, free of dust, gouges, or scratches.
f. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
g. Heating units: should be dusted and access uncluttered.
h. Trash: shall be disposed of properly and not left in the unit.
i. Entire unit should be free of rodent or insect infestation.
j. Stove: should be clean and free of food and grease.
k. Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
l. Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
m. Exhaust Fan: should be free of grease and dust.

n. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

o. Food storage areas: should be neat and clean without spilled food.

p. Trash/garbage: should be stored in a covered container until removed to the disposal area.

q. Toilet and tank: should be clean and odor free.

r. Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.

s. Lavatory: should be clean

t. Exhaust fans: should be free of dust.

u. Floor should be clean and dry.

v. Linen closet: should be neat and clean.

w. Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.

x. Other storage areas: should be clean, neat and free of hazards.

y. **Housekeeping Standards: Outside the Apartment**

   The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

   z. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.

   aa. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

   bb. Steps (front and rear): should be clean, and free of hazards.

   cc. Sidewalks: should be clean and free of hazards.

   dd. Storm doors: should be clean, with glass or screens intact.

   ee. Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.

   ff. Hallways: should be clean and free of hazards.

   gg. Stairwells: should be clean and uncluttered.

   hh. Laundry areas: should be clean and neat. Remove lint from dryers after use.

   ii. Utility room: should be free of debris, motor vehicle parts, and flammable materials.

21. **PETS**

Tenant is not allowed pets unless a prior written approval has been given by the Property Manager. Upon approval, an additional $________ is required for a pet deposit over and above the security deposit required in Paragraph 11.

22. **VIOLENCE AGAINST WOMEN ACT (VAWA)**

The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.

The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.

The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD50066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.
Lease Terms Regarding Termination: An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and should not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of such violence. Additional responsibility has been placed on the LANDLORD when it comes to lease enforcement, and those provisions are listed below.

LANDLORD retains the right to divide a household and remove an occupant or tenant who engages in criminal acts of violence against family member(s) without taking action to remove the victimized members from the unit.

LANDLORD will honor court orders regarding rights of access or control of the property occupied by a resident.

Nothing under the law prohibits LANDLORD from terminating and evicting for other good cause.

Nothing under the law prohibits LANDLORD from terminating and evicting if it is determined that the domestic violence, dating violence or stalking presents an actual and imminent threat to MANAGEMENT employees or others living or providing service to the development the unit is located in.

Nothing under this section of the law shall supersede any provision of any Federal, State or local that provides greater protection than this provides to victims of domestic violence, dating violence or stalking.

Finally, in order to qualify as a victim of domestic violence, dating violence and stalking, the individual must provide a Certification to qualify for the protections provider under the law and the confidentiality that the certification will receive.

Persons claiming to be victims of domestic violence, dating violence and stalking must comply with the following policy.

An individual wishing to receive protection under the Violence Against Women Act of 2005 must provide written certification to LANDLORD within 14 business days of LANDLORD’s written request for such certification. LANDLORD will, at the time of written request, provide the individual with acceptable methods for certifying their status as a victim. If the individual does not provide certification within 14 business days of LANDLORD’s request, nothing would prohibit LANDLORD from taking legal action to terminate and evict the individual. LANDLORD may choose to extend the 14 day deadline under extenuating circumstances, provided the individual documents the reasons for failing to meet the deadline.

23. LANDLORD'S AGENT

The Landlord's Agent is authorized to act on behalf of the Landlord in all matters pertaining to this Lease. Tenants shall direct all correspondence to the Landlord's Agent at the following address:

Landlord's Agent: ________________________________
Person in Charge: ________________________________
Address: ______________________________________
Phone: ________________________________________
Emergencies: ________________________________

Landlord may from time to time change the Landlord's Agent. This will not affect the conditions or viability of this Lease.
24. CONTENTS OF THIS LEASE AGREEMENT

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of this lease and all additional documents made a part of the lease by reference.

ATTACHMENTS:
If indicated by an (X) below, LANDLORD has provided the tenant with the following attachments and information:

( ) Pet Policy

( ) Standard Maintenance Charges (May be updated)

( ) Grievance Procedure (May be updated)

( ) Housekeeping Standards

( ) Other _________________________________

ADDENDUMS:
If indicated by an (X) below, LANDLORD has provided the tenant with the following addendum(s):

( ) Low-Income Housing Tax Credit Addendum, revision, 07-31-08

( ) Other _________________________________

If any Court declares a particular provision of this Lease to be invalid or illegal, all other terms of this Lease will remain in effect and both the Landlord and the Tenant will continue to be bound by them. TENANT SHOULD NOT RELY ON ANY VERBAL PROMISES MADE BY LANDLORD OR LANDLORD'S AGENT WHICH ARE NOT MADE A PART OF THIS LEASE AGREEMENT.

By the signature(s) below I/we also acknowledge that the Provisions of this Lease Agreement have been received and thoroughly explained to me/us.

VI. TENANT’S CERTIFICATION

I, ___________________ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to LANDLORD before execution of the lease, or before LANDLORD approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to LANDLORD in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

TENANT ___________________ DATE ____________

CO-TENANT ___________________ DATE ____________

CO-TENANT ___________________ DATE ____________

MANAGER: ___________________ DATE ____________
APPENDIX K

CRIMINAL TRESPASS POLICY

TMHA Criminal Trespass Policy

Based on the “Screening and Eviction Final Rule” and in accordance with conditions of our current lease agreement, it is my recommendation that the TMHA Board of Directors adopt the following Criminal Trespass Policy.

“Effective immediately, anytime an individual is encountered upon the property of the Trumbull Metropolitan Housing Authority, hereinafter referred to as TMHA, whose name appears on the Criminal Trespass (CT) List, a confidential internal security tool, as maintained by TMHA, the encountering agent/authorized personnel or contracted police will verify that the original service of the Trespass Notice was not beyond the three year limit. As currently defined, the recipient of a Criminal Trespass Warning (CTW) will be denied access to TMHA properties for a period not to exceed three years.”

“In the event that an agent/authorized personnel encounter an individual, for which verification of original service can not be verified, a new Criminal Trespass Warning (CTW) shall be issued. It is the responsibility of the issuing agent/authorized personnel or contracted police to monitor and process the issuance of Criminal Trespass Warning. Under no circumstances shall an individual be arrested for violations beyond the three year limit.”

TMHA Criminal Trespass Program

1) Any individuals determined to have committed, or be involved in criminal activity on TMHA property shall be identified, approached, interviewed, and with reasonable cause, served a Criminal Trespass Warning (CTW) under the Ohio revised Code 2911.21.

2) Non-residents, authorized or unauthorized, who are arrested for any violent crimes, property crimes, drug offenses, sex offenses, thefts, domestic violence, or child abuse shall be automatically issued a Criminal Trespass Warning (CTW).

3) TMHA’s agents/authorized personnel or contracted police may approach and question individuals where reasonable suspicion exists (Terry vs. Ohio). Suspicious activities include, but are not limited to:

   a) Loitering
   b) Gambling
   c) Prostitution
   d) Drug Activities
   e) Suspects reported by others

4) TMHA’s agents/authorized personnel or contracted police shall:

   a) Ascertain if the alleged trespass offense occurred while on TMHA property.
   b) Provide detailed information, thereby establishing probable cause, in the Narrative Description section.
   c) Positively identify/photograph the offender and attach the photo to each Criminal Trespass Warning (CTW)
   d) Complete the Criminal Trespass Warning (CTW) form and forward to the TMHA Security Manager for verification of:

       1) Completeness
       2) Accuracy
       3) Probable cause documentation
e) The Criminal Trespass Warning (CTW) will be processed and the offender will be registered on the Criminal Trespass (CT) list.
f) Upon final review of the Criminal Trespass Warning (CTW) by TMHA Staff, all forms related to the Criminal Trespass Warning (CTW) will be on file at the TMHA Central Office.

5) The Right to Appeal

a) Each offender will be advised of their right to appeal by filing a Criminal Trespass Appeal Form, which can be obtained at: TMHA Central Office 1977 Niles Road SE Warren, Ohio 44484.
b) Any individual issued a Criminal Trespass Warning (CTW) shall be informed of the Right to Appeal the Trespass Notice by the issuing agent/authorized personnel or contracted police officers.
c) Any individual requesting an Appeal Hearing shall be advised of their right to a hearing date, right to present testimony, witnesses, and right to counsel
d) After receiving a completed Criminal Trespass (CT) Appeal Form, the Security Manager will conduct a complete background check and schedule an Appeal Hearing.
e) The final disposition of the appeal will be forwarded to the offender, by certified mail, to address information provided on the Criminal Trespass Warning (CTW).
f) All Criminal Trespass Warnings (CTW) that are rescinded will be noted as “CT RESCINDED” on the Criminal Trespass (CT) List. The original Criminal Trespass Warning(CTW) and all criminal Background information will be permanently filed at the TMHA Central Office.

6) Agents/Authorized Personnel or Contracted Police Agencies

a) The TMHA Administration will designate its agents/authorized personnel or officers from contracted police agencies.
b) Contracted Police service agencies such as the Warren Police Department, Weathersfield Township Police Department, and the Trumbull County Sheriff’s Department shall indemnify and hold harmless, TMHA and/or all TMHA employees, for failure to comply with the Criminal Trespass Policies, or any actions taken by those officers within the scope of their authorized duties.
Residents living in developments where utilities are supplied by TMHA shall be charged in accordance with the following schedule if they choose to equip their apartments with any appliances listed below, if they are not provided by the housing authority.

- Freezers
- Second Refrigerators
- Portable Dishwashers $12.00 per month
- Air Conditioners $10.00 per month

_Adopted 02/19/2002  
_Effective 07/01/2002_
Subject: Administering the Community Service and Self-Sufficiency Requirement (CSSR)

Statutory/Regulatory Requirements for Administering CSSR: 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).

Community service volunteer work and economic self-sufficiency requirements mandate that each nonexempt adult household member (18 years or older) shall either contribute 8 hours per month of community service within his or her community, or participate in an economic self-sufficiency program for 8 hours per month (see 24 CFR 960.603(a)). The requirements can also be met by a combination of 8 hours of community service and participation in an economic self-sufficiency program. At least 8 hours of activity must be performed each month (see 24 CFR 960.603(a)). An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The PHA will determine whether to permit a deviation from the schedule (see 24 CFR 960.605).

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

A. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or-after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

B. Nonprofit organizations serving PHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;

C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;

D. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;

E. PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA’s insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board; and,

F. Care for the children of other residents so parents may volunteer.
**Self-Sufficiency:** Eligible self-sufficiency activities 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).

**Exempt Residents:** Exemptions for adult residents unable to participate, as codified at 24 CFR 960.601, include persons who are:

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, and has not been found by the State or other administering entity to be in noncompliance with
such a program.

TMHA uses 30 hours per week as the minimum number of hours for a work activity as described in Section
407(d) of the Social Security Act, and implementing regulations 45 CFR 261.31(1)(a)(1). TMHA uses
reasonable guidelines in clarifying this statutory list of work activities in coordination with the Temporary
Assistance to Needy Families (TANF) agency, as appropriate (see Notice PIH 2004-17(HA)).

TMHA shall make the final determination whether to grant an exemption from the community service
requirement. If a resident does not agree with the PHA’s determination, the resident may dispute the decision
through the PHA’s Grievance Procedures (see 24 CFR Part 966 Subpart B, 24 CFR 960.607(b).

PHAs include in the CSSR policy that an exemption to the requirement is verified annually by the PHA. At
least 30 days before the annual reexamination and/or lease expiration, the PHA reviews the exempt or
nonexempt status and compliance of family members (see 24 CFR 960.605(c)(3)).

In accordance with PIH 2016-06, TMHA will accept resident self-certifications of completion. TMHA
cannot accept resident self-certifications for tenants subject to a workout agreement until the resident has
completed and TMHA has verified through third party that the resident has completed the required hours.

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.

Enforcement Documentation: PHAs are required to initiate due process (see 24 CFR 966.53(e)) 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.

**Resident Responsibilities:** At lease execution or re-examination, after the effective date of the adopted policy, 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 PHA 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).

At each annual reexamination, nonexempt family members must present documentation of activities performed over the previous 12 months. Documentation will include signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

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 PHA.

**Prohibition of CSSR for PHA Responsibilities:** Pursuant to 24 CFR 960.609, no PHA may substitute community service activity performed by a resident for work ordinarily performed by a PHA employee.

**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.

**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 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 of community service or participate in an economic self-sufficiency program. I certify I have complied with this requirement.

Signature: ______________________________________
Date of Signature: _______________________________
APPENDIX O

FRAUD POLICY

Fraud Policy

Trumbull Metropolitan Housing Authority takes an aggressive stance against fraudulent acts in its housing programs. Clients are required to provide accurate, current, complete and true information relative to their household income and household composition.

For the purpose of this policy, fraudulent activity is defined as a person who knowingly makes or caused to make false or misleading statements or representations to benefit them or another person or household, or to realize housing or housing benefits which are subsidized by TMHA that they would not normally be entitled to receive.

Once TMHA has discovered that a client in any of its subsidized housing programs fits the above definition, the following procedure should be followed:

1) Staff will attach the following documentation to Appendix A:
   a). Place of employment
   b). All available income sources (must be third party and within 120 days current).
   c). Unreported assets, if applicable.

2) Calculate the amount potentially owed to TMHA.

3) Forward all documentation to either the Property Manager or Section 8 Coordinator.

4) The information will be reviewed and a decision made within five (5) working days as to what the next appropriate steps will be (such as referral to law enforcement, offer repayment agreement, etc.).

Note: Due to the excessive costs related to staff time and costs associated with recovering amounts less than $300.00, TMHA will review the cost for procuring a Formal Hearing Officer for formal hearing procedures for Public Housing Residents and the likelihood for additional legal fees for Housing Choice Voucher Participants to determine whether or not further action should be taken.

The Property Manager or Voucher Program Coordinator will review each case individually. The Property Manager or Voucher Program Coordinator will make a recommendation to the Housing Director on whether or not further action should be taken. The Housing Director will either approve or deny the recommendation based on the clients previous history. If the Housing Director determines that it would not be cost effective to pursue collection, the client will be afforded an opportunity to sign a “Last Chance Agreement” and continue on the program. If the client chooses not to sign the agreement, collection actions will continue.

(The Housing Director may, at any time, consult with General Counsel prior to approving or denying the recommendation).
APPENDIX P

REPAYMENT AGREEMENT POLICY

TRUMBULL METROPOLITAN HOUSING AUTHORITY

REPAYMENT AGREEMENT POLICY

Tenant Repayment Agreement. Tenants are required to reimburse TMHA if they were charged less rent than required by HUD’s rent formula due to the tenant’s underreporting or failure to report income. The tenant is required to reimburse TMHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA must terminate the family’s tenancy or assistance, or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and TMHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

a. Reference to the paragraphs in the Public Housing lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.

b. The monthly retroactive rent repayment amount is in addition to the family’s regular rent contribution and is payable to TMHA.

c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family’s income.

d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

TMHA is required to determine retroactive rent amount as far back as TMHA has documentation of family reported income. For example, if TMHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, TMHA is only able to determine retroactive rent for the three years for which documentation is available.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family’s monthly adjusted income. However, TMHA has the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.
1. **Example:**
   - Family’s monthly adjusted income is $1,230.
   - Family’s monthly rent payment is $369 (30% of the family’s monthly adjusted income).
   - 40% of the family’s monthly adjusted income is $492.
   - The monthly payment for the repayment agreement should not exceed $123 per month ($369 monthly rent + $123 repayment = $492, 40% of the family’s monthly adjusted income.)

**Repayment Time Period.** The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

**Example:** The tenant agrees to repay $1,000, by making a monthly payment of $25 for 40 months.

**Repayment Options.** Tenants have the option to repay the retroactive rent balance as follows:

2. In a lump sum payment; or
3. Monthly installment; or
4. A combination of 1 and 2, above
   a. For example, a tenant may owe $1,000, make a lump sum payment of $300 and enter into a repayment agreement for the remaining balance of $700.

Head of Household

Date

Spouse or Co-Head

Date

Other Adult

Date
“Trumbull Metropolitan Housing Authority, in accordance with the Final Guidance to Federal Assistance Recipients dated January 22, 2007, has assessed the language needs of its affected population.

Housing staff will determine the need for accommodations during the application process, initial lease signing and/or recertification process.

Once it has been determined that there is a need for an accommodation for either non-English speaking clients, hearing impaired clients or clients who are not proficient in reading or writing the English language, housing staff will contact the Housing Services Administrator to coordinate efforts to ensure the client has full and complete access to programs and services.

Trumbull Metropolitan Housing Authority has determined that Youngstown State University and Kent State University/Trumbull Campus have the resources available to meet the need for the non-English speaking clients.

Trumbull Metropolitan Housing Authority has further determined that resources to meet the needs for hearing impaired clients, sight impaired clients and clients not proficient in the English language can be met by either Trumbull Lifelines (local mental health agency) or the Ohio Bureau of Vocational Rehab Services, both of which are located within the Administrative Offices of the housing authority.”
TMHA utilizes multiple sources to verify current residents’ information including but not limited to:

- The Enterprise Verification System provided by HUD
- The Department of Health and Human Services
- The Social Security Administration
- Medicare/Medicaid

Additionally, HUD provides TMHA with information about an applicant’s current status as a HUD housing recipient. TMHA will use the Enterprise Verification System (EIV) to determine if the applicant or any member of the applicant household is currently receiving HUD assistance. Nothing prohibits the HUD housing recipient from applying with Trumbull Metropolitan Housing Authority.

However, the applicant must move out of their current property and/or forfeit any Housing Choice Voucher before HUD assistance with TMHA will begin. Special consideration applies to minor children where both parents share 50% custody.

If an applicant or any member of the applicant family fails to fully and accurately disclose rental history, the application may be denied based on the applicant’s misrepresentation of information.
VII. Special Attention of:  
Public Housing and Section 8 Program Administrators,  
Public Housing Hub Office Directors; Public Housing  
Resident Management Corporations; Resident Councils;  
Applicants and Participants of Public Housing, Housing  
Choice Voucher, Section 8 Moderate Rehabilitation,  
Project-Based Certificate and Voucher Programs  
Notice PIH 2018–18  
Issued: October 26, 2018  
Expires: This notice remains in and  
effect until amended, superseded  
or rescinded.  
VIII. Cross References:  
notice PIH 2017–12  
24 CFR 5.233  
24 CFR 5.236  
24 CFR 908.101  

IX. SUBJECT: Administrative Guidance for Effective and Mandated Use of the Enterprise  
Income Verification (EIV) System  

1. Purpose. This notice adds a new section incorporating the Income Validation Tool  
(IVT) Report. This report will facilitate and enhance public housing agencies (PHAs)  
identification of tenant unreported or underreported income information during interim  
and regular reexaminations. Deployment of the IVT began July 17, 2018, and will  
conclude December 4, 2018. The IVT will provide projections of discrepant income for  
wages, unemployment compensation and Social Security Administration (SSA) benefits  
pursuant to HUD’s data sharing agreements with the Department of Health and Human  
Services (HHS) using the National Directory of New Hires (NDNH) database, and the  
SSA. This notice supersedes notice PIH 2017-12.  

2. Applicability. This notice applies to the HUD-PIH rental assistance programs: Public  
Housing, Section 8 Moderate Rehabilitation, Project-Based Voucher, Project-Based  
Certificate, and Housing Choice Voucher (HCV) Programs.  

3. Background. On December 29, 2009, HUD issued the final rule entitled Refinement  
of Income and Rent Determination Requirements in Public and Assisted Housing  
Programs: Implementation of the Enterprise Income Verification (EIV) System-  
Amendments (74 FR 68924), which requires PHAs to use the EIV system in its entirety to  
verify tenant employment and income information during mandatory reexaminations of  
family composition and income in accordance with 24 CFR 5.233; and reduce  
administrative and subsidy payment errors in accordance with 24 CFR 5.236 and other  
administrative guidance issued by HUD.
Using EIV as an upfront income verification (UIV) technique will be valuable in validating tenant-reported income during interim and annual reexaminations of family income; as well as streamlining the income verification process. This will result in less administrative burden in complying with third party verification requirements. Additionally, EIV will help to identify and cure inaccuracies in housing subsidy determinations, which will benefit PHAs, tenants, and taxpayers by ensuring that the level of benefits provided on behalf of families is proper and will prevent fraud and abuse within Public and Indian Housing (PIH) rental assistance programs.

4. **Effective Date.** This notice is effective as of the issuance date.

5. **HUD Regulation.** 24 CFR 5.233. Since January 31, 2010, all PHAs have been required to use the EIV system in its entirety. This means that PHAs must use all features of the EIV system to:

   a. Verify tenant employment and income information during interim and mandatory reexaminations of family composition and income in accordance with 24 CFR 5.236, and other HUD administrative guidance; and
   
   b. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

6. **What is the EIV System?** The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information for tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the PIH. This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the SSA and the HHS, for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

   What is the IVT Report? The IVT Report is a new report that replaces the current Income Discrepancy Report under the verification reports link in EIV. This report will facilitate and enhance PHA identification of tenant unreported or underreported income during interim and regular reexaminations. The IVT will be updated monthly and provide a comparison between tenant reported income and income information previously reported on the form HUD-50058. It will include any discrepant income information specifically derived and reported from HUD’s data sharing agreements with HHS-NDNH and the SSA. The IVT will also provide income and wage, unemployment compensation and SSA benefit information. HUD staff and PHA personnel will be able to search a comprehensive database comprised of several screens that will include income information for Heads of Household and family members where there may be discrepancies in family reported income and employer reported information. During reexamination, or other significant contacts with tenant families, PHAs will see any reported discrepancies, determine the degree of tenant underreporting or misreporting of income information and take action in accordance with their policies to resolve the identified discrepancies.

   All PHAs are required to review the EIV Income and Former Tenant Search reports prior to admission of each family. PHAs are required to review the Income and IVT reports during mandatory and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third-party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. This UIV technique, in many instances, will reduce the need to mail or fax third party verification request forms to an income source. EIV also provides various reports to assist PHAs with the following:
a. Identifying tenants whose reported personal identifiers do not match the SSA database
b. Identifying tenants who need to disclose an SSN;
c. Identifying tenants whose reported personal identifiers do not match the SSA database;
d. Identifying tenants who may not have reported complete and accurate income information;
e. Identifying tenants who have started a new job;
f. Identifying tenants who may be receiving duplicate rental assistance;
g. Identifying tenants who are deceased and possibly continuing to receive rental assistance; and
h. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

7. How to Obtain Access to the EIV System. All PHA staff (including PHA-hired management agents), who have a need to access the EIV system, are required to complete and submit the EIV Access Authorization Form & Rules of Behavior and User Agreement to their designated EIV Coordinator in the local HUD office.

The form is available online at: https://www.hud.gov/sites/documents/DOC_10866.PDF

The user’s access must be approved by the PHA Executive Director or designee for the local HUD office to process all EIV access requests. Individuals who will not directly access the EIV system but will have access to the EIV data in printed or electronic form also are required to complete the EIV Access Authorization Form & Rules of Behavior and User Agreement and maintain it on file (do not submit the form to the local HUD office).

8. Verification Hierarchy and Techniques. PHAs should begin with the highest level of verification techniques.

All verifications, regardless of technique, require the PHA to review the IVT information at the time of reexamination and for multiple subsidy payments. PHAs are required to review the EIV Former Tenant and Existing Tenant Reports for any SSA matches involving another PHA or a Multi-family entity and follow-up on any issues identified. The PHA is required to maintain the report and documentation of any follow-up in the tenant file. If the tenant is a new admission to the PHA, and a match is identified at a Multi-family property, the PHA must report the program admission date to the Multi-family property and document the notification in the tenant file.

PHAs also need to obtain an Income Report for each household. The PHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all interim and mandatory reexaminations of family income and composition. If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.
### Exhibit 1: Verification Hierarchy and Techniques

<table>
<thead>
<tr>
<th>Level</th>
<th>Verification Technique</th>
<th>Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td><strong>Upfront Income Verification (UIV)</strong>, using HUD’s Enterprise Income Verification (EIV) system and the <strong>Income Validation Tool (IVT)</strong> (not available for income verifications of new applicants)</td>
<td>Highest (Mandatory)</td>
</tr>
<tr>
<td>5</td>
<td><strong>Upfront Income Verification (UIV)</strong> using non-HUD system</td>
<td>Highest (Optional)</td>
</tr>
<tr>
<td>4</td>
<td><strong>Written third Party Verification</strong></td>
<td>High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute.)</td>
</tr>
<tr>
<td>3</td>
<td><strong>Written Third Party Verification Form</strong></td>
<td>Medium-Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)</td>
</tr>
<tr>
<td>2</td>
<td><strong>Oral Third-Party Verification</strong></td>
<td>Low (Mandatory if written third party verification is not available)</td>
</tr>
<tr>
<td>1</td>
<td><strong>Tenant Declaration</strong></td>
<td>Low (Use as a last resort when unable to obtain any type of third-party verification)</td>
</tr>
</tbody>
</table>

*Note:* This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants. Image 1 screenshot of Verification Hierarchy and Techniques illustrates six levels of verification starting with 6 as the highest category of Upfront Income Verification using HUD’s EIV system, then 5 Upfront Income Verification (UIV) using non-HUD system, 4 Written Third-Party Verification, 3 Written Third Party Verification Form, 2 Oral Third-Party Verification and 1 Tenant Declaration.

### XI. Verification Technique Definitions

#### Third-Party Verification Techniques

**Upfront Income Verification (UIV) (Level 6/5):** The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.
Written Third Party Verification (Level 4): 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 is commonly referred to as tenant-provided documents. It is the Department’s position that such tenant-provided documents are written third party verification since these documents originated from a third-party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, 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. Current acceptable tenant-provided documents must be used for income and rent determinations.

The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days (from the PHA interview/determination or request date) are acceptable for confirming effective dates of income.

Written Third Party Verification Form (Level 3): This is also known as traditional third-party verification. A standardized form to collect information from a third-party source. The form is completed by the third party by hand (in writing or typeset). PHAs send the form directly to the third-party source by mail, fax, or email.

It is the Department’s position that the administrative burden and risk associated with use of the traditional third-party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, Federal, State and/or local agencies, banks, etc.).

The Department recognizes that third party verification request forms sent to third party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and provides false information.

The Department requires PHAs to rely on documents that originate from a third-party source’s computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family’s income and rent and ultimately reduce improper subsidy payments. This verification process also will streamline the income verification process.

Oral Third-Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used when the independent source does not respond to the PHA’s faxed, mailed, or e-mailed request for information in a reasonable time frame, e.g., ten (10) business days.
XII. Non-Third-Party Verification Technique

**Tenant Declaration (Level 1):** The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third-party verification was not available.

XIII. Exceptions to Third Party Verification Requirements

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, the PHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, the PHA is required to document in the family file the reason(s) why third-party verification was not available.

The exception to third party verification can be found at 24 CFR 960.259(c)(1) and §982.516(a)(2), which state in part, “...The PHA must obtain and document in the family file third party verification of the following factors or must document in the file why third-party verification was not available.”

9. Third-party verification requirements. In accordance with 24 CFR 960.259(c)(1) and 24 CFR 982.516(a)(2) for the Public Housing and the HCV programs, respectively, the PHA must obtain and document in the tenant file third party verification of the following factors or must document in the tenant file why third party verification was not available: (i) reported family annual income; (ii) the value of assets; (iii) expenses related to deductions from annual income; and (iv) other factors that affect the determination of adjusted income.

10. How to comply with and reduce administrative burden of third-party verification requirements of family annual income. PHAs can comply with and reduce administrative burden of third-party verification requirements for employment, wage, unemployment compensation and Social Security benefits, and any other information that is verifiable using EIV by:

a. Reviewing the EIV Income and IVT Reports to confirm/validate tenant-reported income;
b. Printing and maintaining the EIV Income and IVT Reports in the tenant file;
c. Obtaining current acceptable tenant-provided documentation to supplement the EIV information; and
d. Using current tenant-provided documentation and/or third-party verification to calculate annual income.

**Note:** Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant. See PIH notice 2012-10 for guidance on verifying Social Security benefit income through the EIV system.

The PHA also may reduce the administrative burden of obtaining third party verification by relying on acceptable documents that are generated by a third-party but provided by the tenant. Many documents in the possession of the tenant are derived from third party sources (e.g., employers, federal, state and/or local agencies, banks, etc.).
11. **When the PHA is required to request written third-party verification.** The PHA must request written third-party verification under the following circumstances:

a. When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR 5.236(b)); and

b. When the PHA requires additional information that is not available in EIV and/or the tenant is unable to provide the PHA with current acceptable tenant-provided documentation. Examples of additional information include, but are not limited to:
   i. Effective dates of income (i.e., employment, unemployment compensation, or social security benefits)
   ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
   iii. Confirmation of changes in circumstances (i.e., reduced hours, reduced rate of pay, temporary leave of absence, etc.)

**Note:** 24 CFR 5.236(a), prohibits PHAs from taking adverse action based solely on EIV information.

12. **Type of file documentation required to demonstrate PHA compliance with mandated use of EIV as a third-party source to verify tenant employment and income information (24 CFR 5.233(a)(2)(i)).**

a. For each **new admission** (form HUD-50058 action type 1), the PHA is required to:
   i. Review the EIV Income and IVT Reports to confirm/validate family-reported income within 120 days of the Inventory Management System Public and Indian Housing Information Center (IMS/PIC) submission date; and
   ii. Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
   iii. Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

b. For each **historical adjustment** (form HUD-50058 action type 14), the PHA is required to do the following:
   i. Review the EIV Income and IVT Reports to confirm/validate family-reported income within 120 days of the IMS/PIC submission date; and
   ii. Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
   iii. Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

c. For each **interim reexamination** (form HUD-50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the tenant file:
   i. When there is no household identified income, discrepancy reported on the form HUD-50058, the EIV Income Report or IVT Report, PHAs have the discretion to print the EIV Income and IVT Reports to document the tenant file; and
   ii. In cases when there is an identified income discrepancy among the form HUD-50058, the EIV Income Report or IVT Report, PHAs must follow up with the family and resolve the differences between the reported information as noted in Section 8.

d. For each reexamination of family income and composition, the PHA is required to have the following documents in the tenant file:
No Dispute of EIV Information: There are no disputes among the EIV Income and IVT Reports. The tenant file includes current acceptable tenant provided documentation and if necessary (as determined by the PHA), traditional third-party verification and a current copy of the form HUD-50058 or to be maintained in the tenant file.

Disputed EIV Information: There is a discrepancy in at least one of the EIV Income or IVT Reports or the form HUD-50058 is not current or is inconsistent and/or traditional third-party verification form(s) for the disputed information is not clear. Copies of the EIV Income and IVT reports, income verification and a corrected form HUD-50058 will be maintained in the tenant file. See example 2 below.

In cases when the Tenant-reported income is not verifiable through the EIV system:
Current tenant provided documents and if necessary, (as determined by the PHA), traditional third-party verification form(s) and copies of the EIV Income and IVT reports and a corrected form HUD-50058 will be maintained in the tenant file. See example 3 below.

XIV. Example 1: No Disputed EIV Information & Tenant Provided Documents

The PHA is conducting a reexam with tenant, Mary Jones. Ms. Jones reports that she is employed at the ABC Box Company. You pull up the EIV Income and IVT Reports for the Jones family, which shows quarterly wages from the ABC Box Company for the full year of 2015, and the first two quarters of 2016. Last year’s (2016) reexam reflects wages from the same employer. There is no other income information on the EIV Income and IVT Reports.

The PHA may streamline the income verification process by requesting Ms. Jones provide current pay stubs dated within the last 60 days of the interview or PHA request date. The PHA must obtain a minimum of two current and consecutive pay stubs from Ms. Jones. Since there is no disparity between tenant-reported Income and the IVT Reports. The PHA may obtain original and current tenant-provided pay stubs to calculate annual income as noted below.
XV. Example 2: Disputed EIV Information & No Tenant-Provided Documents

The PHA is conducting a reexam with tenant, Bob Miller. Mr. Miller reports that his only source of income is monetary support from his sister, Betty Miller. The PHA obtains the EIV Income and IVT Reports for the Miller family, which show an apparent income discrepancy and quarterly wages from the Home Depot for the full year of 2015, and the first two quarters of 2016. There is no other income information on the EIV Income and IVT Reports. Last year’s (2016) reexam on form HUD-50058 reflects no wage information and the only source of income is other non-wage income (monetary support from a family member).

The PHA informs Mr. Miller that the EIV system shows wages from the Home Depot and requests he provide current pay stubs. Mr. Miller states that he does not work there and has no pay stubs.

Because Mr. Miller disputes the EIV-reported income and has not provided documents to support his dispute, the PHA must request written third-party verification from Home Depot to verify Mr. Miller’s employment status. The PHA mails a third-party verification request form to the address listed for Home Depot.

A few days later the PHA receives the third-party verification request form back from Home Depot, which indicates that Mr. Miller has been employed there since January 5, 2013, and a payroll summary report, showing Mr. Miller’s bi-weekly gross and net pay since January 2013. Since the disputed EIV information has been confirmed to be correct by the independent third-party source (Home Depot), the PHA will use the income information from the payroll summary report to calculate annual income. The PHA also would calculate the retroactive rent using the information provided by Home Depot since Mr. Miller failed to disclose his employment at the 2013 through 2016 annual reexaminations as well as the current year. The PHA would inform Mr. Miller of this retroactive rent and take action pursuant to PHA-established policies.

XVI. Example 3: Tenant Unreported Income, Income not Verifiable through EIV & Tenant-Provided Documents

The PHA is conducting a reexam with tenant, Sharon Duvet. Ms. Duvet reports that her only source of income is child support and provides you with verification that includes the last four (4) child support payments. The PHA obtains the EIV Income and IVT Reports for the Duvet family, which shows a discrepancy and a hire date at the District Police Department effective January 9, 2017; quarterly wages from the District Police Department for the full years of 2014, 2015 and 2016 and the first two quarters of 2017. There is no other income information on the EIV Income or IVT Reports. Last year’s (2016) reexam on form HUD-50058 reflects income only from child support. The PHA informs Ms. Duvet that the EIV system is showing wages from the District Police Department and requests that she provide current verification of her pay.

Ms. Duvet admits that she has been working at the District Police Department and indicates that she can provide you with current pay stubs. You inform Ms. Duvet that you now will calculate her retroactive rent for the previous years in which she did not disclose her employment. You go over the EIV-reported wages with Ms. Duvet and she indicates that she does not dispute the information.

Since Ms. Duvet does not dispute the EIV-reported information, the PHA may use the tenant-provided documents to calculate income and rent for the 2017 reexam and use the EIV-reported earnings for years 2014 and subsequent years through 2017 to calculate the retroactive rent Ms. Duvet will owe. The PHA should require Ms. Duvet to provide her last pay stub from 2016, or her 2016 W-2, to calculate the retroactive rent for 2017. The PHA will use the tenant-provided child support pay stubs (child support income is not available in EIV) to calculate annual income from this source.
13. **What if the tenant does not provide the PHA with requested information?** If the tenant does not provide the requested information, the PHA may mail or fax a third-party verification request form to the third-party source. The PHA is *required* to request third-party verification when the tenant disputes EIV information and the tenant is unable to provide acceptable documentation to support disputed information. In addition, the PHA should remind the tenant that the tenant is required to supply any information requested by the PHA for use in a regularly scheduled or interim reexamination of family income and composition.

The PHA may *determine* that the tenant is not in compliance with program requirements and terminate tenancy or assistance, or both, if the tenant fails to provide the requested information in a timely manner, as prescribed by the PHA.

14. **How to use EIV to reduce administrative and subsidy payment errors?** EIV can help identify other potential issues which may impact a family’s level of assistance. EIV contains stand-alone reports, which a PHA may generate at any time (i.e. Deceased Tenants Report, New Hires Report, Multiple Subsidy Report, Identity Verification Report, IVT Report, Debts Owed to PHAs & Termination Report, and Immigration Report). However, it should be noted that the information from these stand-alone reports are contained in the Income and IVT Reports for each household. PHAs are required to address any and all potential issues at the time of the regular or interim reexam, as conveyed in the Income and IVT Reports.

   PHAs may use the stand-alone reports to monitor staff’s progress in reducing the following administrative and subsidy payment errors by using the listed reports:

   a. Incorrect/invalid SSNs/name/date of birth – Identity Verification Report
   b. Follow-up with families who need to disclose an SSN – Immigration Report
   c. Duplicate rental assistance – Multiple Subsidy Report
   d. Unreported increase in income – IVT Report
   e. Improper payments on behalf of deceased tenants – Deceased Tenants Report
   f. Unreported new employment (PHAs with interim increase policy) – New Hires Report
   g. Adverse Termination/Outstanding Debt to PHA – Debts Owed to PHAs & Termination Search

   To ensure PHAs are aware of potential subsidy payment errors, PHAs are *required* to monitor the following EIV reports monthly:

   a. Deceased Tenants Report
   b. Identity Verification Report
   c. Immigration Report
   d. IVT Report based on PHA reexamination schedule (Report will include information from the New Hires Report (NDNH))
   e. Multiple Subsidy Report

15. **How to use the EIV Income and IVT Reports as a third-party source to verify tenant employment and income information?** The EIV Income and IVT Reports provide a variety of information about Heads of Household, household member(s) and employment data. The report contains the following information for each household member:
a. Personal identifiers: name, date of birth, and SSN
b. Identity verification status (pending, verified, deceased, or failed)
c. Employment information
   1. New Hire Information (W-4)
      i. Date Hired
      ii. Employer Name
   2. Employer name, address, and employer identification number of current and past employers
   3. Quarterly earnings
d. Quarterly unemployment compensation. Social Security benefit information
   1. Social Security (SS) benefits
      i. Payment status code
      ii. Date of current entitlement
      iii. Current net monthly benefit amount (if payable)
      iv. Gross monthly benefit history (last 8 changes in benefit amount)
      v. Lump sum payment amount and date
      vi. Payee name and address
   2. Dual Entitlement (Social Security benefits under another person’s SSN)
      i. Claim Number (the other person’s SSN)
      ii. Payment status code
      iii. Date of current entitlement
      iv. Current net monthly benefit amount (if payable)
      v. Gross monthly benefit history (last 8 changes in benefit amount)
      vi. Payee name and address
   3. Supplemental Security Income (SSI)
      i. Payment status code
      ii. Alien indicator
      iii. Current net monthly benefit amount
      iv. Current monthly state supplement benefit amount (if available)
      v. Gross monthly benefit history (last 8 changes in benefit amount)
      vi. Payee name and address
4. Medicare data
   i. Payee name and address
   ii. Monthly hospital insurance premium amount, buy-in status, and buy-in start and end dates
   iii. Monthly supplemental medical insurance premium amount, buy-in status, and buy-in start and end dates
e. Disability status and onset date
f. Identity verification status
g. Indicator of possible multiple rental subsidy
h. Indicator of debt and/or termination information from another PHA (effective September 2010)

All EIV Income and IVT Reports contain the date the report was generated and by whom; and the date EIV received each type of information.

To minimize tenant underreporting of income, PHAs are required to obtain an EIV Income and IVT Report for each family any time the PHA conducts a reexamination of family income and composition.
In accordance with 24 CFR 5.236(b)(3), PHAs are required to compare the information on the EIV reports with the family-reported information on form HUD-50058. If the EIV Income or IVT Report reveal an income source that was not reported by the tenant or a substantial difference in the reported income information, the PHA is required to take the following actions:

1. Discuss the income discrepancy with the tenant; and
2. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/or income sources; and
3. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third-party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the tenant’s underpayment of rent due to unreported or underreported income, retroactively*; and
5. Take any other appropriate action as directed by HUD or the PHA’s administrative policies.

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

Note: A substantial difference is defined as an amount equal to or greater than $2,400 annually.

The tenant must be provided an opportunity to contest the PHA’s determination of tenant rent underpayment. HUD regulations require PHAs to promptly notify tenants in writing of any adverse findings made based on information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with the PHA’s established grievance procedures, as required by HUD. The PHA may not terminate, deny, suspend, or reduce the family’s assistance until the expiration of any notice or grievance period.

When there is insubstantial or no disparity between tenant-reported and EIV-reported income information, the PHA is required to obtain from the tenant any necessary documentation to complete the income determination process. As noted previously, the PHA may reject any tenant-provided documentation, if the PHA deems the documentation unacceptable. The PHA may reject documentation provided by the tenant for only the following HUD-approved reasons:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

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

If the third-party source does not respond to the PHA’s request for information, the PHA is required to document the tenant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The PHA should then pursue lower level verifications in accordance with the verification hierarchy listed in section 8 of this notice.
16. **Tenant Repayment Agreement.** Tenants are required to reimburse the PHA if they were charged less rent than required by HUD’s rent formula due to the tenant’s underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA must terminate the family’s tenancy or assistance, or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- **a.** Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- **b.** The monthly retroactive rent repayment amount is in addition to the family’s regular rent contribution and is payable to the PHA.
- **c.** The terms of the agreement may be renegotiated if there is a decrease or increase in the family’s income.
- **d.** Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family unreported income. For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able to determine retroactive rent for the three years for which documentation is available.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family’s monthly adjusted income. However, PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

**XVII. Example:**
- Family’s monthly adjusted income is $1,230.
- Family’s monthly rent payment is $369 (30% of the family’s monthly adjusted income).
- 40% of the family’s monthly adjusted income is $492.
- The monthly payment for the repayment agreement should not exceed $123 per month ($369 monthly rent + $123 repayment = $492, 40% of the family’s monthly adjusted income.)

**Repayment Time Period.** The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

**XVIII. Example:**
- The tenant agrees to repay $1,000, by making a monthly payment of $25 for 40 months.
Repayment Options. Tenants have the option to repay the retroactive rent balance as follows:

1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of 1 and 2, above.

XIX. Example:
   • a tenant may owe $1,000, make a lump sum payment of $300 and enter into a repayment agreement for the remaining balance of $700.

17. How long should the PHA maintain EIV printouts in a tenant file? The PHA’s record retention policy will determine the length of time the PHA should maintain EIV printouts in a tenant file. PHAs are authorized to maintain the EIV Income and other reports (see Section 8) in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. In accordance with revised regulation, 24 CFR 908.101, PHAs are required to maintain at a minimum, the last three years of forms HUD-50058 and supporting documentation for all regular and interim reexaminations of family income. All records are to be maintained for a period of at least three years or longer as required from the effective date of the action.

18. Disclosure of an Individual’s EIV Information. The Federal Privacy Act (5 USC §552a(b), as amended) prohibits the disclosure of an individual’s information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household’s income and rent were determined based on the total family income reported and verified.

EIV information and any other information obtained by the PHA for the purpose of determining eligibility and level of assistance for a PIH rental assistance program may not be disclosed to third parties for any reason (even for similar verifications under other programs, such as eligibility for low income housing tax credit units, other federal or state assistance programs), unless the tenant has authorized such disclosure in writing.

19. What to do if the EIV Information is incorrect? Sometimes the source or originator of EIV information may make an error when submitting or reporting information about tenants. HUD cannot correct data in the EIV system. Only the originator of the data can correct the information. When the originator corrects the data, HUD will obtain the updated information with its next computer matching process. Below are the procedures tenants and PHAs should follow regarding incorrect EIV information.

**Employment and wage information** reported in EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA), who in turn, reports the information to HHS’ National Directory of New Hires (NDNH) database.

If the tenant disputes this information, the tenant should contact the employer directly, in writing to dispute the employment and/or wage information, and request that the employer correct erroneous information.
The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file. If employer resolution is not possible, the tenant should contact the local SWA for assistance.

**Unemployment benefit information** reported in EIV originates from the local SWA. If the tenant disputes this information, the tenant should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information. The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file.

**SS and SSI benefit information** reported in EIV originates from the SSA. If the tenant disputes this information, the tenant should contact the SSA at 800-772-1213 or visit the local SSA office. SSA office information is available in the government pages of the local telephone directory or online at [http://www.socialsecurity.gov](http://www.socialsecurity.gov).

**Note:** The tenant also may provide the PHA with third-party documents which are in the tenant’s possession to support their dispute of EIV information. The PHA, with the tenant’s consent, is required to submit a third-party verification form to third-party sources for completion and submission to the PHA, when the tenant disputes EIV information and is unable to provide documentation to validate the disputed information. The tenant’s failure to sign the consent form is grounds for termination of tenancy and/or assistance in accordance with 24 CFR 5.232.

**Debts owed to PHAs and termination information** reported in EIV originates from the PHA. If a current or former tenant disputes this information, that tenant should contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to 3 years from the end of participation date in the PIH program.

**Identity Theft.** Seemingly incorrect information in EIV may be a sign of identity theft. Sometimes someone else may use an individual’s SSN, either intentionally or by accident. SSA does not require an individual to report a lost or stolen SSN card and reporting a lost or stolen SSN card to SSA will not prevent the misuse of an individual’s SSN. However, someone using an individual’s SSN can get other personal information about that individual and apply for credit in that individual’s name. Accordingly, if the tenant suspects someone is using his/her SSN, the tenant should check Social Security records to ensure the records are correct (call SSA at 800-772-1213); file an identity theft complaint with the local police department and/or Federal Trade Commission (call FTC at 877-438-4338, or visit the FTC website at: [https://www.identitytheft.gov](https://www.identitytheft.gov) and monitor the tenant’s credit reports with the three national credit reporting agencies (Equifax, TransUnion, and Experian). The tenant also should provide the PHA written documentation of the filed identity theft complaint. (Refer to paragraph above on Employment and wage information regarding disputed EIV information related to identity theft).

Tenants may request their credit report and place a fraud alert on their credit report with the three national credit reporting agencies at: [www.annualcreditreport.com](http://www.annualcreditreport.com), by phone at 877- 322-8228, or by contacting the credit reporting agency directly.
The contact information for each national credit reporting agency is:

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
Website: www.equifax.com
Telephone: 866-349-5191

Experian
P.O. Box 2104
Allen, TX 75013
Website: www.experian.com
Telephone: 888-397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
Website: www.transunion.com
Telephone: 800-888-4213

20. Security of EIV Data. The data in EIV contains personal information on individual tenants which is protected under the Federal Privacy Act. The information in EIV may only be used for limited official purposes, as noted below.

a. Official Purposes Include:

1. PHAs, in connection with the administration of PIH programs, for verifying employment and income at the time of interim and annual reexaminations.

2. HUD staff for monitoring and oversight of PHA compliance with HUD program requirements.

3. Independent Auditors hired by the PHA or HUD to perform a financial audit for use in determining the PHA’s compliance with HUD program requirements, including verifying income and determining the accuracy of the rent and subsidy calculations.

XX. Restrictions on disclosure requirements for Independent Auditors:

• May only access EIV income information within family files and only within the offices of the PHA or PHA-hired management agent;
• May not transmit or transport EIV income information in any form;
• May not enter EIV income information on any portable media;
• Must sign non-disclosure oaths that the EIV income information will be used only for the audit; and
• May not duplicate EIV income information or re-disclose EIV income information to any user not authorized by 5 U.S.C. 552a(b) of the Privacy Act to have access to the EIV income data.

b. Official Purposes Do NOT Include:

Sharing the information with governmental or private entities not involved in their examination process specifically used for PIH rental assistance programs.
Disclosing the EIV information to other private or public entities for purposes other than determining eligibility and level of assistance for PIH rental assistance programs is prohibited since these entities are not a party to the computer matching agreements with the HHS and SSA. The fact that these entities may find EIV beneficial for similar eligibility and determination purposes for other low-income housing programs or public benefits, does not permit these entities to use or view information in the EIV system that is covered by the computer matching agreements.

The computer matching agreements are governed by the Privacy Act and the Social Security Act. Specifically, 5 U.S.C. 552a(b) limits disclosure of the data matched between HUD and HHS’ National Directory of New Hires (NDNH) database to PHAs, Independent Auditors, the Inspector General (IG) and Attorney General, private owners, management agents, and contract administrators of Multifamily Housing programs.

c. Penalties for Willful Disclosure or Inspection of EIV Data.

1. **Unauthorized Disclosure** – felony conviction and fine up to $5,000 or imprisonment up to five (5) years, as well as civil damages.

2. **Unauthorized Inspection** – misdemeanor penalty of up to $1,000 and/or one (1) year imprisonment, as well as civil damages.

21. **Penalties for Noncompliance with Mandated EIV System Use.** PHAs may be subject to sanctions and/or the assessment of disallowed costs associated with any resulting incorrect subsidy or tenant rent calculation or both. It should be noted that HUD may impose a sanction on any PHA who does not have access to the EIV system or any PHA that has access to the system but has not used the system within the last six months. To avoid sanctions or disallowed costs, PHAs should follow all formal and informal guidance provided to PHAs via webcast trainings, PIH Rental Housing Integrity Improvement Project (RHIIP) periodic electronic mailings, and any other HUD Headquarters-generated guidance.

HUD will monitor each PHA’s effective and mandated use of the EIV system with analysis of data in the following EIV reports:

- Deceased Tenants Report
- IVT Report
- Multiple Subsidy Report
- Identity Verification Report
- Immigration Report, and
- Failed Effective Date Check Report (Overdue Reexams) in the Identity Verification Report

**Note:** PHAs may look at the Reexamination Report in the form HUD-50058 in the IMS/PIC sub module for complete details on reexamination status.

This monitoring also will evaluate access to and frequency of use of the EIV and DHS Systematic Alien Verification of Entitlements (SAVE) systems. If at any time these reports identify apparent inefficient or ineffective use of the EIV System, HUD will provide information to the PHAs on the issues identified and request the PHA(s) to provide evidence of resolution.

The notification to the PHAs and the data submission to HUD will be in a format determined by HUD.
22. **EIV System Training Information.** As a condition of initial and continued access to the EIV System, HUD and PHA staff are required to complete Annual Security Awareness training and EIV system training (initial system training) and update (interim system changes) training when offered by HUD Headquarters (HHQ). This training requirement also applies to those individuals who will not access EIV but will view or handle printed and/or electronic EIV data. Individuals who will view and/or handle printed EIV information are required to complete only annual Security Awareness training (EIV system training is optional for these individuals). EIV training provided by third parties (other than HUD Headquarters) does not fulfill the mandatory EIV training requirement.

EIV system users who need to complete EIV training may view EIV training webcasts at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/rhiip/piheivwebcasts

**Note:** Employees must complete the training prior to accessing the EIV system and/or printed EIV reports.

23. **Updating of PHA Policies and Procedures.** PHAs are required to immediately implement all new and modified regulatory and/or PIH notice requirements of the Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs: Implementation of the Enterprise Income Verification System-Amendments. The Department recognizes that many PHAs have already begun to modify existing policies and procedures to reflect use of EIV during all mandatory and interim reexams. PHAs should immediately update their policies and procedures to reflect new regulatory provisions.

24. **Rental Housing Integrity Improvement Project (RHIIP)/EIV Resources.** For your convenience, PIH EIV information is available on the web at the below listed URLs. Many of your questions can be answered by viewing information that is posted on the HUD web pages. Bookmark these pages:

   XXI. Training and Technical Assistance (including webcast training materials)


   EIV System, Access Authorization Form, and User Manuals:

   https://www.hud.gov/program_offices/public_indian_housing/programs/ph/rhiip/uivsys@em

   Webcasts Archives:

   https://www.hud.gov/press/multimedia

   Follow the videos/archived webcasts link. Report

   **Fraud, Waste & Abuse to HUD OIG:**

   https://www.hudoig.gov/report-fraud

   XXII. PIH notices: https://www.hud.gov/program_offices/public_indian_housing/publications/notices
25. Paperwork Reduction: The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB under the Paperwork Reduction Act of 1995 (44 USC §3501 et seq.) and assigned OMB control number(s) 2577-0083 and 2577-0266. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

26. For inquiries about this notice contact: The designated EIV Coordinator in the local HUD field office or Rochelle Katz of HUD Headquarters’ Office of Public and Indian Housing at 202-475-4967, or via email at: rochelle.katz@hud.gov

/s/ Dominique Blom
General Deputy Assistant Secretary for Public and Indian Housing
The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. Applicants/Tenants can fill out and sign a HUD-approved certification form, to show that he/she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and that he/she wishes to use their rights under VAWA.

Protections for Applicants - If an applicant otherwise qualifies for assistance under Trumbull Metropolitan Housing Authority, the applicant cannot be denied admission or denied assistance because of being or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants - If a tenant is receiving assistance under TMHA, they may not be denied assistance, terminated from participation, or be evicted from rental housing because they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if the tenant or an affiliated individual is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the household or any guest, the tenant may not be denied rental assistance or occupancy rights under TMHA solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in the household.

Removing the Abuser or Perpetrator from the Household – TMHA may divide (bifurcate) a lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If
TMHA chooses to remove the abuser or perpetrator, TMHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, TMHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, TMHA must follow Federal, State, and local eviction procedures. In order to divide a lease, TMHA may ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit - TMHA may permit a tenant to move to another unit, subject to the availability of other units, and still keep assistance. In order to approve a request, TMHA may ask for documentation that the request to move is because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, TMHA may ask for a written request or fill out a form certifying the criteria for an emergency transfer under VAWA. The criteria are:

(1) A victim of domestic violence, dating violence, sexual assault, or stalking. If TMHA does not already have documentation of domestic violence, dating violence, sexual assault, or stalking, TMHA may ask for such documentation.

(2) The request the emergency transfer on an approved TMHA form.

(3) Reasonably believe a threat with imminent harm from further violence if remaining in the current unit or a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before the request for a transfer. A victim of sexual assault, then in addition to qualifying for an emergency transfer because it is reasonable to believe threat with imminent harm from further violence if remaining in the unit, may qualify for an emergency transfer if the sexual assault occurred on the premises of the property included in the transfer, and that assault happened within the 90-calendar-day period before the request for the transfer.
TMHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. TMHA’s emergency transfer plan provides further information on emergency transfers, and TMHA must make a copy of its emergency transfer plan available to tenants.

Documenting - Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking – TMHA can ask for documentation to “certify” that someone is a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from TMHA must be in writing, and TMHA must give tenants 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day the request is received to provide the documentation. TMHA may extend the deadline for the submission of documentation upon request.

Below is acceptable documentation. It is the tenant’s choice which of the following to submit if TMHA asks for documentation that shows a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form 5382 that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form includes the name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- A signed statement along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from where assistance was sought in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by attesting under
penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that TMHA has agreed to accept.

TMHA does not have to provide protections under VAWA if documents are not received within the 14 business days.

If TMHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), TMHA has the right to request that third-party documentation be provided within thirty 30 calendar days in order to resolve the conflict. TMHA does not have to provide protections under VAWA if failure or refusal to provide third-party documentation where there is conflicting evidence is not submitted.

Confidentiality – TMHA must keep confidential any information provided related to the exercise of rights under VAWA, including the fact that rights were even exercised under VAWA.

TMHA must not allow any individual administering assistance or other services on behalf of TMHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

TMHA must not enter information into any shared database or disclose information to any other entity or individual. TMHA, however, may disclose the information provided:

- Written permission to TMHA to release the information on a time limited basis.

- TMHA needs to use the information in an eviction or termination proceeding, such as to evict the abuser or perpetrator or terminate the abuser or perpetrator from assistance under this program.

- A law requires TMHA or the landlord to release the information.
VAWA does not limit TMHA’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated – Eviction and assistance termination for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking. However, TMHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections might not apply, and eviction and assistance termination, if TMHA can demonstrate that not evicting or terminating assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If TMHA can demonstrate the above, TMHA should only terminate assistance or evict if there are no other actions that could be taken to reduce or eliminate the threat.
SMOKE FREE POLICY

The Department of Housing and Urban Development (HUD) is requiring Public Housing Authorities to adopt smoke-free policies in order to reduce the public health risks associated with tobacco use. (See PIH NOTICE: PIH-2012-25 Smoke Free Policies in Public Housing and the final rule on instituting smoke-free public housing dated December 5, 2016).

It is the intent of the Trumbull Metropolitan Housing Authority to provide healthy and safe living environments for residents while offering the same in the form of work settings for its employees. Therefore, effective July 30, 2018, all current residents, employees, guests, and all new residents of the TMHA will be prohibited from smoking inside the buildings including the housing units and within any common areas of any Public Housing facility.

Facilities include but are not limited to:

- ALL Interior common areas
- Balconies, porches, and attached structures if they are part of the building
- Outdoor areas within 25 feet of the housing or building (restricted areas)

Smoking is permitted in personal vehicles, provided the vehicle is a minimum of 25 feet from the building.

There are designated smoking areas on the grounds in order to accommodate residents who smoke.

Prohibited products are defined as but not limited to:

- Tobacco products – items that involve the ignition and burning of tobacco leaves
- All lit tobacco products (e.g., cigarettes, pipes, cigars, etc.)
- Water pipe tobacco smoking (i.e., hookahs)
- All legal and illegal ignited substances inclusive of marijuana, and other controlled substances.

Lease Provisions

This means that no smoking of tobacco or other products will be allowed on TMHA designated public housing property. TMHA will allow the electronic nicotine delivery systems (ENDS) to be smoked within the individual’s dwelling unit.

The lease will require the following provisions:

To assure that no tenant, member of the tenant’s household, or guest engages in:

- Civil activity. For any units covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that TMHA has designated as smoke-free.

To assure that no other person under the tenant’s control engages in:
Civil activity. For any units covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the TMHA has designated as smoke-free.

**Policy and Applicability**

This policy applies to any and all persons entering TMHA properties including TMHA residents, their guests and visitors, contractors, and TMHA employees. It will be enforced progressively as follows:

- **1st Violation** – Written warning; Copy of Smoke-Free Policy;
- **2nd Violation** – Written warning #2; Referral to cessation services;
- **3rd Violation** – Written warning #3; Private Conference with Manager; Referral to cessation services; $10 Fine;
- **4th Violation** – Final writing warning; Private conference with manager noting that further violations could constitute legal action; $25 fine;
- **Eviction** – If TMHA receives more than four validated infractions, eviction proceedings may begin. This process includes an informal meeting, formal hearing, and court.

Should no further violation occur within the same rolling calendar year between the first and second violation, the progressive violation clock will be reset. The Housing Authority will use termination as the last means of resort, in accordance with HUD requirements.

TMHA will post “No Smoking” signs at entrances and exits of administrative, office and multi-family buildings; in common areas; and other practical places to facilitate enforcement and compliance with this policy.

All residents will be given a copy of the smoking policy. After review, the resident will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the resident file. Current residents will be required to sign an amendment to their lease incorporating the non-smoking policy. Leases for residents will include the non-smoking policy.
All employees will be given a copy of the smoking policy. After review, the employee will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the employee’s personnel file.

Although TMHA prohibits smoking as noted above, there is no warranty or guarantee of any kind that units, grounds, office areas or common areas will be totally smoke free.

Enforcement of TMHA’s no smoking policy is a joint responsibility that requires the cooperation of residents, employees and others in reporting incidents or suspected violations of smoking.

RESIDENT RESPONSIBILITY

1. Inform his/her household members and guests of Policy and ensure compliance.

2. Prohibit smoking by his/her household members or guests while on the premises.

3. Failure to comply or upon repeated violations to this policy and the lease provisions will be cause for lease enforcement action up to and including termination of resident lease agreement.

EMPLOYEES RESPONSIBILITITES

1. It is the responsibility of every employee to be aware of TMHA’s No Smoking Policy and assist TMHA in the enforcement of the policy.

2. Employees will prohibit smoking by anyone while on the premises that would violate this Policy.

Failure to comply or upon repeated violations to this policy will be cause for disciplinary action up to and including termination of employment.
Resources and program may include: the National Network of Tobacco Cessation Quitlines, 1-800-QUIT-NOW (1-800-784-8669) which connects users directly to their State quitline; the National Cancer Institute’s website www.smokefree.gov which provides tips on quitting tobacco use; the National Cancer Institute counselors who can be accessed by calling the toll-free number 1-877-44U-QUIT (1-877-448-7848). Hearing or speech-challenged individuals may access these numbers through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339; and the American Lung Association’s Web page on State Tobacco Cessation Coverage www.lungusa2.org/cessation2 which provides information on cessation insurance programs.
Lease Addendum:

All terms and provisions appearing in TMHA No Smoking Policy adopted July 30, 2018 (the Policy) are specifically made part of the Dwelling Lease in force at Public Housing Properties and are hereby agreed to by both parties.

This provision applies to any and all persons entering a Housing Authority non-smoking property under tenant’s control including tenants and their guests and visitors, contractors, and employees.

1. Except for ENDS, smoking is not permitted in individual units. Smoking including ENDS will not be permitted in the common spaces of a designated Housing Authority community or facility of any type after the effective date of the Policy. "Smoke" or "smoking" means the possession or use (carrying or smoking) of any kind of lighted pipe, cigar, cigarette, waterpipe, or any other lighted smoking equipment or tobacco product or other substance controlled or uncontrolled.

2. This policy covers all TMHA Public Housing properties, grounds and buildings, including, but not limited to park areas, parking lots, playground areas, vehicles, common areas, elevators, stairs, hallways, and resident units, both new and existing.

3. This policy applies to any and all persons entering the TMHA Public Housing properties including TMHA residents, their guests and visitors, contractors, and TMHA employees.

4. “Individual units” are defined as the interior and exterior spaces tied to a particular multi-family or single-family dwelling unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, porches, and unit entryway areas.

5. “Common spaces” are defined as areas within the building interior and exterior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, restrooms, community rooms, community kitchens, stairwells, sidewalks, parking lots, parking garages, carports, playgrounds, lands within the developments, lands owned by or under the control of the Housing Authority and any other similar area of the property that is accessible to employees, residents and guests or any other person.

6. The Housing Authority will inform current residents, new applicants on waiting lists, Housing Authority employees, contractors, and sub-contractors of this policy, all of whom are also responsible for compliance.

7. The Housing Authority will post “No Smoking” or similar signs at entrances and exits of administrative, office and multi-family buildings, in common areas, and other practical places to facilitate enforcement and compliance with this policy.

8. All residents will be given a copy of the smoking policy. After review, the resident will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the resident file. Current residents will be required to sign an amendment to their lease incorporating the non-smoking policy. Leases for new residents will include the non-smoking policy.
9. Although TMHA prohibits smoking as noted above, there is no warranty or guarantee of any kind that units, grounds, office areas or common areas will be totally smoke free. Enforcement of TMHA’s no smoking policy is a joint responsibility that requires the cooperation of residents, employees and others in reporting incidents or suspected violations of smoking.

10. Residents may not smoke in any unit. Residents must not allow anyone not on their lease to smoke in their unit at any time including guests and other residents.

11. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. Charges to the tenant for each violation of the policy that occurs inside a building/unit/apartment may be incurred to make necessary maintenance to the unit.

RESIDENT RESPONSIBILITY

1. It will be the resident’s responsibility to inform his/her household members, and guests of this No Smoking Policy and for ensuring compliance.

2. The resident will prohibit smoking by his/her household members or guests while on the premises that would violate this Policy.

3. Failure to comply or upon repeated violations to this addendum will cause for lease enforcement action up to and including termination of resident lease agreement.

4. If a resident smells tobacco or other substance smoke or smoking in any building, they are to report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action.

5. For the health and safety of the Housing Authority employees and their representatives, no resident will have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their housing unit. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the unit, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative will vacate the apartment immediately and not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the unit/apartment.

Note: This policy is an agreement between the head of household (spouse and all other a parties to the Lease) and Trumbull Metropolitan Housing Authority and must be signed as an addendum to the Lease.

I have read the No Smoking Policy as written above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient
notice of the violation will be cause for termination of my Lease. I have received a copy of this policy.

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<tr>
<th>RESIDENT</th>
<th>HOUSING AUTHORITY</th>
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<tr>
<td>Head of Household (Signature)</td>
<td>Manager (Signature) Date</td>
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<td>Management Office</td>
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<td>Spouse or Other Adult Member</td>
<td>Street Address Zip Code</td>
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<td>Other Adult Member (2)</td>
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<td>Unit Address: ________________________</td>
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Appendix V

Trumbull Metropolitan Housing Authority
Reasonable Accommodations Policy for Persons with Disabilities

The following Reasonable Accommodations Policy applies to Public Housing Programs, Multifamily Programs, Market Units, and Tax Credit units offered by the Trumbull Metropolitan Housing Authority ("TMHA"). TMHA shall consider all requests for accommodations due to disability and will grant those requests that are reasonable within the meaning of the Fair Housing Act.

A. Introduction

1. TMHA does not discriminate on the basis of race, sex, color, religion, national origin, ancestry, sexual orientation, age, familial status, or physical or mental disability in the access or admission to its programs or employment, activities, functions or services.

2. TMHA is covered by Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act; Titles II and III; the Fair Housing Act, as well as other federal, state and local fair housing laws, regulations, and policies that require reasonable accommodations to persons with disabilities as defined under those laws.

B. What is a Reasonable Accommodation/Modification?

1. A reasonable accommodation is a reasonable change or modification of policies, practices or procedures for people with disabilities that is necessary to insure equal access to TMHA’s premises, amenities, services and programs. A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with disability, in order to afford such person full enjoyment of the premises.

2. The definition of a person with a disability for purposes of a reasonable accommodation follows the definition in Section 504 of the Rehabilitation Act, the American with Disabilities Act, the Federal Fair Housing Act, and any other applicable statutes:

   a. “Disability” means a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment.

   b. Major life activities include, but are not limited to, caring for one’s self, performing manual tasks, walking, seeing, hearing, breathing, learning, working, thinking, eating, standing, lifting, concentrating, communicating, and sleeping.
3. Exceptions:

a. The term disability does not include current use or current addiction to illegal drugs. “Current” means:
   i. It occurred recently enough to justify a reasonable person to believe that the use is current; or
   ii. That continuing use is a real and ongoing problem.

b. Where there is evidence of prior use of illegal drugs and the requestor contends he/she is not engaged in current use, the requestor must provide evidence of recovery and be willing and able to be lease compliant.

4. An individual is not eligible for a reasonable accommodation if;

a. He/she poses a direct threat to the health or safety of other individuals and this cannot be mitigated by a reasonable accommodation; or
b. He/she would cause substantial damage to property; or
b. He/she is not otherwise qualified for the TMHA program and this cannot be mitigated by a reasonable accommodation.

5. Reasonable accommodations will be made up to the point of undue financial or administrative burden, or requiring changes fundamental to the program in accordance with the provisions of Section C(4) of this policy. Reasonable modifications will be made up to the point of structural infeasibility, or undue financial or administrative burden.

C. Reasonable Accommodation/Modification Evaluation Criteria

TMHA will evaluate requests for accommodation or modification by determining if the requests satisfy all of the following four criteria.

1. REQUEST

a. TMHA must receive a request for the accommodation or modification.

b. The request does not have to come from the disabled person in question. Any person may make the request on behalf of the disabled person.

c. The request does not have to be in any particular form nor do the words “reasonable accommodation” need to be used.

d. The request may be verbal, although TMHA prefers written requests.

e. The request may be presented at any point in time during intake, admissions, tenancy, or participation in any of TMHA’s programs or services.
f. TMHA will only consider requests made after termination of assistance when there is a compelling reason to evaluate the merits of the request that is directly related to the disability.

2. DISABILITY

a. The accommodation or modification must be for a person who has a condition that meets the definition of disability. Such persons include the head of household as well as any household members.

b. TMHA may request only information that is necessary to evaluate the disability-related need for the accommodation.

c. When a disability, as defined in Section B(2) of this policy, is obvious or known to staff, documentation of the disability may not be required.

   i. Examples of a “known” or “obvious” disability include, but are not limited to, inability to walk, blindness, deafness, a disability that has previously been documented, or where the person receives SSI or SSDI disability benefits.

d. When the disability and/or need is not obvious or known to staff, requests will require verification that the individual meets the definition of disability, and when relevant, that the accommodation is likely to resolve the problem.

e. If a disabled individual, who has committed a program violation, requests a reasonable accommodation in order to comply with TMHA program requirements, TMHA must, in considering this request, determine whether non-compliance is likely to recur even with the accommodation sought.

f. TMHA may request that the individual provide information or verification, within a reasonable time period, to establish that non-compliance is not likely to recur.

g. If the requested accommodation is not likely to solve the program violation, and continuation of the program violation will pose a threat to the health or safety of others, create an undue financial and/or administrative burden, unreasonably disrupt the quiet enjoyment of other tenants, or constitute a fundamental alteration in the program, the accommodation request may be denied.

h. TMHA will rely on objective information, not mere speculation, to determine whether an accommodation will solve a program violation or whether it is likely to recur in the future.
3. NECESSITY FOR REASONS SUBSTANTIALLY RELATED TO THE DISABILITY

a. The requested accommodation or modification must be necessary for the disabled persons’ full enjoyment of TMHA programs, facilities, employment, or premises;

b. The necessity must be substantially related to the requestor’s disability; and

c. TMHA is not obliged to provide accommodations or modifications that may be necessary to the requestor, but are for reasons that do not substantially relate to the disability.

4. REASONABLENESS

The requested accommodation or modification must be reasonable. A request is not reasonable if any of the following are true:

a. Undue Financial and Administrative Burden on TMHA

   i. The request would, if approved, impose an undue financial and/or administrative burden on TMHA.

   ii. TMHA will determine on a case-by-case basis whether a request would impose an undue financial or administrative burden.

   iii. Relevant factors include:

      1. The administrative cost and burden of the requested accommodation in comparison with the administrative cost of regular operations;
      2. Limits or availability of TMHA’s overall resources;
      3. The benefits that the accommodation would provide the requestor; and
      4. The availability of other, less expensive, alternative accommodations that would effectively meet the requestor's disability-related needs.

b. Fundamental Alteration in the Nature of TMHA's Program(s): The request would, if approved, fundamentally alter TMHA's program(s). This means that the request, if granted, would require TMHA to provide a program or service that it does not normally provide, such as counseling services, medical services; or transportation services.

D. Reasonable Accommodation Documentation

1. When documentation is necessary, TMHA strongly recommends that applicants or residents use the TMHA Verification of Need form.
2. TMHA may require a Request for Reasonable Accommodation/Modification and Authorization for Release of Information, as well as Request for Verification from a Third Party Concerning a Reasonable Accommodation or Modification. These forms can be obtained at TMHA's administrative offices.

3. TMHA may request only information that is necessary to evaluate the disability-related need for the accommodation. No additional documentation will be required where the disability and the related need for an accommodation are readily apparent or otherwise known to TMHA.

4. All information gathered in this process must be kept confidential and must not be shared with other TMHA staff persons unless they need the information to evaluate and/or implement the request.

5. TMHA shall limit any information available to a staff person implementing a decision to only the information that is necessary to take appropriate action.

6. It is the responsibility of the person requesting the accommodation to secure such documentation or to give TMHA the information necessary to secure such documentation. Documentation must come from a reliable source with sufficient professional and personal knowledge of the applicant/resident to answer the applicable questions.

7. TMHA has the right to sufficient documentation to make a decision, but does not have a right to diagnosis, medical history or treatment unless relevant to a reasonable accommodation request. For example, in response to a request for accommodating chemical sensitivity, TMHA could request a list of the specific materials to which an individual is sensitive.

G. Procedure

1. Applicants or residents may make Reasonable Accommodation requests at any time and may make them verbally, although for reasons of clarity for both parties, TMHA's preference is that requests be in writing.

2. All requests for accommodations shall be made to TMHA's Assistant Director and/or AMP Housing Manager/Voucher Program Coordinator at its Administrative Office located at 4076 Youngstown Rd., SE, Warren, OH 44484.

3. Each request for a reasonable accommodation and the TMHA response shall be fully documented and acknowledged, in writing by TMHA, within five (5) business days of the receipt of an oral or written request.

4. The requester shall be notified in writing of the decision regarding their request within ten (10) business days of the receipt of that request. If a request is denied, an explanation of the basis for the denial shall be included in this written notification.

5. All final written decisions regarding the reasonable accommodation request will be retained in TMHA’s files.

6. TMHA will impose no fees or costs, or otherwise retaliate against any person who has exercised his/her rights under the Fair Housing Act to make one or more reasonable accommodation requests and, if applicable, to receive a reasonable accommodation.

7. In some cases, a meeting with the person requesting the accommodation, and any
service providers or other technical assistance sources, may be the best way to identify the best solution.

a. The person seeking the accommodation may bring anyone they consider helpful to such a meeting.

b. Upon request of either party, such meetings will be held promptly at TMHA’s headquarters, but no later than ten (10) business days from the time of request to TMHA.
H. Appeal Process

1. An individual who received a denial of a request for reasonable accommodation or is otherwise dissatisfied with an accommodation that is offered has the right to appeal that decision to TMHA’s Housing Services Administrator for First Step.

2. The time period to request an appeal shall be ten (10) business days from receipt of the notice of TMHA’s action.

3. Requests for appeals should be made to the Housing Services Administrator for First Step in writing at TMHA’s administrative office, located at 4076 Youngstown Rd., SE, Warren, Ohio 44484.

4. Once a request is received, an informal hearing shall be scheduled within ten (10) business days.

5. If requested, the Housing Services Administrator may accept late requests for an informal hearing, provided that the requestor can show good cause or as a reasonable accommodation to the appeal process.

6. During the appeal process the requestor will:
   a. Receive an informal hearing before the Housing Services Administrator for First Step. The informal hearing may be audio taped.
   b. Have the ability to copy documents from the individual’s TMHA file.
      i. The requestor will be given the opportunity to examine before the informal hearing any TMHA documents that are directly related to the reasonable accommodation request.
      ii. The requestor will be allowed to copy any such documents at that individual’s own expense.
   c. Be able to present any relevant evidence.
   d. Have the opportunity to respond to any TMHA allegation and to cross-examine any witnesses.
   e. Be able to present witnesses.
   f. Have the opportunity to obtain representation at the individual’s own expense.
g. Will receive a written decision within ten (10) days of the informal hearing.

7. Evidence may be considered without regard to admissibility under the rules of evidence applicable under judicial proceedings; however, the evidence shall be reliable. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the informal hearing.

8. TMHA shall present evidence to support its proposed reasons for denying the reasonable accommodation outlined in its written denial of the individual's request for reasonable accommodation.

9. The Housing Services Administrator for First Step shall make a factual determination relating to the circumstances of the individual that shall be based on a preponderance of the evidence presented at the informal hearing.

10. TMHA may take action against a requestor with a pending reasonable accommodation if the requestor presents a threat to the health and safety of other residents or tenants.
APPENDIX W

TRUMBULL METROPOLITAN HOUSING AUTHORITY

EFFECTIVE COMMUNICATION POLICY

July 2018

The Trumbull Metropolitan Housing Authority (TMHA), in administering all public and assisted housing programs, is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. When requested, TMHA employees, agents, contractors and private management companies, shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the programs, services and activities conducted by TMHA. Services to clients with Limited English Proficiency (LEP) will be provided consistent with TMHA’s LEP Plan. All notifications, including approvals or denials of requests for effective communication referenced in this Policy, will be provided in an alternate format, upon request.

E. AUXILIARY AIDS AND SERVICES

Auxiliary aids are services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities conducted by TMHA. For example, auxiliary aids useful for persons with impaired vision include readers, Braille materials, audio recordings, telecommunications devices and other similar services and devices. Auxiliary aids useful for persons with impaired hearing include telephone handset amplifiers, telephones compatible with hearing aids, telecommunication devices for deaf persons (TDD's), qualified sign language interpreters, notetakers, written materials, and other similar services and devices.

F. REQUEST FOR EFFECTIVE COMMUNICATION

When an auxiliary aid or service is required to ensure effective communication, the Authority will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. All requests for auxiliary aids and services must be made and received by the TMHA at least one week prior to the date the service is needed. If in emergency circumstances an auxiliary aid or service is needed less than one week prior to the date the service is needed, TMHA will take reasonable steps to secure the auxiliary aid or service. TMHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that TMHA will honor the choice, unless it can show that another equally effective means of communication is available or that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual with a disability will submit his or her request for auxiliary aids or services to TMHA’s Designee for Section 504/ADA coordination at the address listed below. All requests shall be dated and time-stamped upon receipt.
If a person with a disability has an impairment that impedes him or her from mailing a request, he or she may use any other effective means to request an auxiliary aid or service that is necessary. All requests must include the person’s name, address, and phone number.

Upon receipt of the request, TMHA’s Designee will consult with the individual with a disability to determine the preferred type of auxiliary aid or service. If the preferred type of auxiliary aid or service is not available or not required, then the TMHA Designee will ascertain whether an alternative means of communication will ensure effective communication. Within seven (7) business days of the receipt of the request, TMHA Designee will provide the requesting individual with the written notification of the proposed auxiliary aid or service to be provided. If the client or resident needs to reschedule the meeting, a request must be submitted at least three (3) business days prior to the meeting.

Upon disposition, TMHA Designee will maintain copies of all requests for effective communication and the Authority’s response, including final disposition, for the duration of three years from the date of disposition.

G. PROCEDURES
H. Notice to Applicants
As part of the application process, a notice will be posted for applicants to contact TMHA Designee if auxiliary aids or services are needed. This notice will also be posted prominently in TMHA’s intake and application offices as well as all site offices.

I. Current Residents’ Requests for Auxiliary Aids or Services
Requests for auxiliary aids or services should be made directly to TMHA’s Property Manager or TMHA’s HCVP Housing Specialist who will forward the request(s) to TMHA’s Designee within one (1) business day of receipt. All requests for auxiliary aids and services must be made and received by TMHA’s Designee at least one week prior to the date the service is needed.
J.  **Trumbull Metropolitan Housing Authority Notices and Correspondence**

All TMHA letterhead will contain the TTY telephone number. Individuals with disabilities, who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., must make their requests and the TMHA Designee must receive their requests more than one week prior to the event.

K.  **Requests from the Public**

Requests from members of the public who wish to participate in TMHA programs, services and/or activities shall submit their requests for auxiliary aids and services to TMHA’s Designee. They must make their requests and TMHA’s designee must receive the requests more than one week prior to the event.

L.  **GRIEVANCE PROCEDURES**

If the requesting individual with a disability is not satisfied with TMHA’s response to the individual’s request for an auxiliary aid or service, the individual may file an appeal and request an informal hearing within fifteen (15) calendar days of TMHA’s response.

The grievance may be communicated orally or in writing. However, all oral grievances must be reduced to writing and maintained in TMHA files. In addition, the Authority shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual’s grievance to writing. The informal hearing shall be conducted by an impartial hearing officer. Within fourteen (14) calendar days of the informal hearing, the hearing officer shall render a decision and provide a copy to all parties.
APPENDIX X

NONDISCRIMINATION POLICY

It is the policy of the Trumbull Metropolitan Housing Authority (“TMHA”) to comply with Title VIII of the Civil Rights Act of 1968, as amended, (commonly known as the Fair Housing Act) by ensuring that units are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means that, among other things, the TMHA and all its agents and employees with the responsibility for renting, managing or administering any TMHA programs must not discriminate against qualified applicants or residents because of race, color, or disability. This policy specifically includes the issuance of housing vouchers.

TMHA agents and employees may not:

A. Refuse to rent a dwelling, fail to provide or offer information about a dwelling, or otherwise make unavailable or deny, a dwelling to any person because of race, color or disability;

B. Discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, or disability;

C. Refuse to make reasonable accommodations in their rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling

Any TMHA agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal service to, treatment of, or behavior toward applicants or residents on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws.

Any resident who believes that any of the above policies have been violated by any agent or employee of the TMHA may contact:

U.S. Department of Housing and Urban Development at 1-888-799-2085,

U.S. Department of Justice at 1-800-896-7743, or

United States Attorney's Office at 216-622-3600