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Occupancy Policy (as of 10/1/2005)

ACOP:

In the operation of its low rent housing projects, it will be the policy of the Watervliet Housing Authority, hereafter referred to as the WHA, to establish eligibility criteria that governs admission to, and continued occupancy of, its units, in order to accomplish its objectives. Those objectives are to provide decent, safe, and sanitary housing for families and persons of very low income, and low income, in the most economical way possible. By partnering with other, we offer rental assistance and other related services to our community in a non-discriminatory manor. Housing is a privilege and should not be regarded as housing of last resort and shouldn't be abused.

The ACOP also includes the regulatory "One-Strike" provisions for admission to Public Housing and applicable sections of Title V of H.R. 4194, the Quality Housing and Work Responsibility Act.



1. FAIR HOUSING

It is the policy of the WATERVLIET Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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

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

The WATERVLIET Housing Authority will assist any family that believes they have

suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The WATERVLIET Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2. REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the WATERVLIET Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the WATERVLIET Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the WATERVLIET Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations. If a tenant of the Authority develops a disability all reasonable accommodations will be made for the tenant so that such accommodations will help make the apartment a comfortable place to live. Tenants are encouraged to tell us of their needs such as hearing aids for smoke detection, toilet facilities, etc.



2.1 Communication

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 Questions to Ask In Granting The Accommodation

A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

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

If the disability is apparent or already documented, the answer to this question is yes. It is

possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the WATERVLIET Housing Authority will obtain verification that the person is a person with a disability.



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

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

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

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

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

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

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

If the tenant requests as a reasonable accommodation that they be permitted to make

physical modifications at their own expense, the WATERVLIET Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

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

3. SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The WATERVLIET Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered: SPANISH

4. FAMILY OUTREACH

The WATERVLIET Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers; the WATERVLIET Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The WATERVLIET Housing Authority will also try to utilize public service announcements. Also the WHA has created a TV station of its own to promote anti-drug messages. Also in this is a bulletin board program that we can promote to the entire city population that subscribes to the local cable station. This outreach makes it possible to reach the city residents with public service announcements. Also the WHA has created a web site called www.watervliethousing.org that anyone having access to the Internet can obtain current announcements, copies of monthly newsletters, application for all housing programs and city news and interesting links for the area.

The WATERVLIET Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5. RIGHT TO PRIVACY

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

Any request for applicant or tenant information will not be released unless there is a

signed release of information request from the applicant or tenant.

6. REQUIRED POSTINGS

There shall be maintained in the WHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
 - B. Notice of the status of the waiting list (opened or closed)
 - C. A listing of all the developments by name, accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
 - D. Income Limits for Admission
 - E. Excess Utility Charges
 - F. Utility Allowance Schedule
 - G. Current Schedule of Routine Maintenance Charges
 - H. Dwelling Lease
 - I. Grievance Procedure
 - J. Fair Housing Poster
 - K. Equal Opportunity in Employment Poster
- Any current WATERVLIET Housing Authority Notices
Security Deposit charges



7. TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

Watervliet Housing Authority



2400 Second Ave.
Watervliet, New York 12189

Applications are taken to compile a waiting list. Due to the demand for housing in the WATERVLIET Housing Authority jurisdiction, the WATERVLIET Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the WATERVLIET Housing Authority will preliminarily verify the information.

Applications may be made in person at the main office Monday through Friday from 8 am to 4 pm or can applications can be obtained via the Internet at our web site at www.watervliethousing.org

The completed application will be dated and time stamped upon its return to the WATERVLIET Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the WATERVLIET Housing Authority to make special arrangements.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the WATERVLIET Housing Authority will make a preliminary determination of eligibility. The WATERVLIET Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the WATERVLIET Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The WATERVLIET Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.



The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The WATERVLIET Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program. When the applicant is interviewed by the Authority the applicant

will be informed of the complexes operated by the Authority for which they will be considered. The applicant will be informed of the requirements and any major differences in the accommodations within each of the complexes. The applicant will also be informed of the factors affecting the priority and the preferences status of his/her application.

Once the application is completed and the WHA finds it need to fill units, applicants are

then shown a video that describes the policies and requirements of both the tenants and the WHA. All adult members must attend the video.

The Executive Director reviews these policies with the tenants and goes over the information on the applicant's application. Final income verification is completed after the apartment is offered to the tenant.

Briefing Attendance Requirement: - All families (head of household) are required to attend the briefing when they are initially accepted for occupancy. No family can be housed if they have not attended a briefing.

Failure to attend a scheduled briefing (without notice to the WHA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of an applicant to keep a scheduled check-in, without good cause, may result in the cancellation of the occupancy process and the applicant required to reapply for assistance.

8. ELIGIBILITY FOR ADMISSION

8.1 Introduction

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the WATERVLIET Housing Authority screening criteria in order to be admitted to public housing.

8.2 Eligibility Criteria

8.21 Family Status

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship, as can be verified by joint assets held for at least six months, joint bills (utility, telephone, etc.) or previous shared tenancy.

a. Children temporarily absent from the home due to placement in foster care are considered family members.

b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

2. An elderly family, which is:

a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

b. Two or more persons who are at least 62 years of age living together; or

c. One or more persons who are at least 62 years of age living with one or more live-in

aides.

3. A near-elderly family, which is:

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

4. A disabled family, which is:

- a. A family whose head, spouse, or sole member is a person with disabilities;
- b. Two or more persons with disabilities living together; or
- c. One or more persons with disabilities living with one or more live-in aides.

5. A displaced family, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A remaining member of a tenant family.

7. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

8.22 Income Eligibility

[Appendix A Income of Eligibility](#)

1. To be eligible for admission to developments the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. Income limits apply only at admission and are not applicable for continued occupancy.

3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Watervliet Housing Authority.

If the WATERVLIET Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

Income limit restrictions do not apply to families transferring within our Public Housing

Program.

If there are no eligible families on the waiting list and the Watervliet Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

8.23 Citizenship/Eligibility Status

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule)
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

8.24 Social Security Number Documentation

To be eligible all family members age six and over must disclose and be able to provide verifying documentation of a Social Security number. Contact information will be made available to applicants without Social Security numbers telling them where to call for an SS-5 form, Application for Social Security Card. Said applications will be kept on file until applicants are ready to come in with valid Social Security numbers.

8.25 Signing Consent Forms

In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

1. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the WATERVLIET Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - b. A provision authorizing HUD or the WATERVLIET Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole



purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 Suitability

1. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The WATERVLIET Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, WATERVLIET Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

2. The WATERVLIET Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

- a. History of meeting financial obligations, especially rent;
- b. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants; The Executive Director or someone assigned will then verify references, past landlords, etc. It will also be a requirement that the Executive Director or again as assigned, to visit the current living address of the applicant. This provides the WHA with the ability to judge the living ability of the applicant. It will be the decision of the Executive Director to skip this requirement if found unnecessary or location may be a problem. If the tenant refuses or avoids inspection, the application is placed back on the waiting list, and a later date will be made to re-inspect the applicants residence at some future date but no sooner than 6 months. The inspection should be made to view routine housekeeping habits and not a prepared viewing. The applicant will be given the maximum of 24 hours advance notice.
- c. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- d. History of disturbing neighbors or destruction of property;
- e. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
- f. History of abusing alcohol in a way that may interfere with the health, safety, or right

to peaceful enjoyment by others.

3. The WATERVLIET Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The WATERVLIET Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

- a. A credit check of the head, spouse and co-head;
- b. A rental history check of all adult family members;
- c. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the WATERVLIET Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);



4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and

5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 Grounds for Denial

The WATERVLIET Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process within the time frame specified;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent; At the WHA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of

other tenants;

F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

G. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits that may adversely affect the health, safety or welfare of the other tenants.

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs; Applicants that owe a WHA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed.

I. After the application is processed the applicant must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to WHA that has been discharged by bankruptcy shall not be considered in making this determination

Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; The applicant family must have properly completed all application requirements, including verifications. 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 lease will be terminated for such misrepresentation

J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use; The WHA can waive this requirement if: the person demonstrates to the WHA's satisfaction successful completion of a rehabilitation program approved by the WHA, or the circumstances leading to the eviction no longer exist.

K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The WATERVLiet Housing Authority may waive this requirement if:

1. The person demonstrates to the WATERVLIET Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
 3. Has otherwise been rehabilitated successfully; or
 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any WATERVLIET Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program; If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.
- P. Denied for Life: If any family member has been convicted of manufacturing or producing met amphetamine (speed) in a public housing development or in a Section 8 assisted property; Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
- Q. Denied for Life: Has a lifetime registration under a State sex offender registration program.
- R. The applicant and all adults must sign a release allowing the WHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the WHA uses the information to deny or terminate assistance the WHA must provide a copy of the information used in accordance with Criminal Records Management Policy.

The above list is not intended to be all-inclusive. Applicants may be denied admission if the WHA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

- A. Denied admission for one (1) year for the following:
- Past rental record
 - Bad rent paying habits
 - Bad housekeeping habits, in and outside the unit
 - Damages
 - Disturbances

Live-ins

Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

- B. Denied admission for five (5) years for the following:
Fraud (giving false information on the application is considered fraud).

An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.
Drug use without evidence of rehabilitation.

- C. Denied admission for ten (10) years for the following:
Conviction for Drug Trafficking.

Note:

As noted above these time frames are only guidelines and the WHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants or may admit persons who exhibit evidence of rehabilitation.

8.5 Informal Review

- A. If the WATERVLIET Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the WATERVLIET Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The WATERVLIET Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the WATERVLIET Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the WATERVLIET Housing Authority's decision. The WATERVLIET Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the WATERVLIET Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant's family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

- C. For the participant families, the Informal Hearing Process above will be utilized

with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9. MANAGING THE WAITING LIST

9.1 Opening and Closing the Waiting List

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.



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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 Organization of the Waiting List

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the WATERVLIET Housing Authority and the applicant will be documented in the applicant file.

9.3 Families Nearing the Top of the Waiting List

When a family appears to near to the top of the list of the apartment being offered, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The WATERVLIET Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Applicants determined to be preliminary eligible for public housing will be promptly

notified, in writing by the WHA. (See exhibit A). Applicants will be placed in the application pool, according to WHA priorities as established and by the date of their application. All applications received by the WHA will be date and time stamped. All adult members must attend an orientation meeting. Applicants determined to be ineligible to receive public housing will be promptly notified, in writing, by the WHA. (See Exhibit B). Such notice shall also contain notice that the applicant has a right, upon his/her request within 5 working days for an informal hearing on the determination. Provisions will be made to applicants and/or tenants that are visually impaired.

Letters Mailed to Applicants by the WHA: - If an applicant claims they did not receive a letter mailed by the WHA, to provide information, or to attend an interview, the WHA will determine whether the letter was returned to the WHA. If the letter was not returned to the WHA, the applicant will be assumed to have received the letter. If the letter was returned to the WHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant would be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the WHA, in writing, if their address changes during the application process.

9.4 Purging the Waiting List

The WATERVLIET Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the WATERVLIET Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences. Once removed, applicant must reapply to be put back on the waiting list as of date of re-application.

9.5 Removal of Applicants From the Waiting List

The WATERVLIET Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 Missed Appointments

All applicants who fail to keep a scheduled appointment with the WATERVLIET Housing Authority will be sent a notice of termination of the process for eligibility.

The WATERVLIET Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the WATERVLIET Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 Notification of Negative Actions

The WATERVLIET Housing Authority, in writing, will notify any applicant whose name is being removed from the waiting list that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The WATERVLIET Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the WATERVLIET Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation.

An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10. TENANT SELECTION AND ASSIGNMENT PLAN

10.1 Preferences

The WATERVLIET Housing Authority will select families based on the following preferences within each bedroom size category:

- A. Families who reside or work in the City of Watervliet
- B. Families who formally resided in the City of Watervliet.
- C. All other applicants.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C.

The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled: Preference will be given to elderly and

disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

Buildings Designated as Elderly Only Housing: The complexes Hanratta, Quinn Apartments, and Green Island Senior Housing have been approved by HUD as being designated for elderly only. In filling vacancies in this development, first priority will be given to elderly families. If there are no elderly families on the list, next priority will be given to the near elderly. If there are no near elderly, units will be offered to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Buildings Designated for Disabled Only Housing: The complexes Hanratta and Quinn Apartments have been approved by HUD as being designated for persons with disabilities only. In filling vacancies in this development, first priority will be given to disabled families. If there are no disabled families on the list, next priority will be given to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

10.2 Selection From the Waiting List

The WATERVLIET Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.21 Tenant Orientation Agenda

All applicants receiving an apartment must go through the following steps before and after being approved for an apartment:

Applicants are to watch a video, made by the Watervliet staff on the hazards, what to do in-case of an emergency, Do's and Don'ts or the Authority, and so forth

2. The Housing Authority runs a credit report

3. The new applicants are then interviewed by our Executive Director. He then makes a decision if they receive an apartment or not.

10.3 Assignment of Bedroom Size

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	7

An exception of the above is for the Joslin Development where only one child per bedroom will be allowed due to the unusually small sized bedrooms

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the WATERVLIET Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex can share a bedroom.
- B. Children of the opposite sex, both under the age of 6 can share a bedroom.
- C. Adults and children will not be required to share a bedroom with the exception of

an infant up to the age of 5 years may share a bedroom of an existing tenant until appropriate transfer can be arranged..

D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

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

B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The WATERVLIET Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

Every family member is to be counted as a person

In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a licensed physician

10.4 De-concentration Policy

The WATERVLIET Housing Authority's policy to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we 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 WATERVLIET Housing Authority will affirmatively market our 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.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and de-concentration incentives to implement. The worksheet for the analysis can be found in Appendix 1.

10.5 De-Concentration Incentives

The WATERVLIET Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the de-concentration 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.

10.6 Offer of a Unit

When the WATERVLIET Housing Authority discovers that a unit will become available, we 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 de-concentration goal and/or the income-targeting goal.

The WATERVLIET Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the WATERVLIET Housing Authority regarding the offer.

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

When an offer is made and accepted the applicant must make a security deposit payment of \$50 to commit to the apartment. The applicant has 3 days to change their mind. If done after the 3 days the security deposit remains the property of the WHA. If the applicant no longer wants the apartment the Executive Director has the right to return the deposit if in his opinion a justified mistake was made or an undue hardship is placed on the applicant

10.7 Rejection of a Unit

If in making the offer to the family the WATERVLIET Housing Authority skipped over other families on the waiting list in order to meet their de-concentration goal or offered the family any other de-concentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the WATERVLIET Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other de-concentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they would not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

10.8 Acceptance of a Unit

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

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

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

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

If, through any cause, the signer of the lease ceases to be a member of the remaining tenant family, or if the signer of the lease vacates the unit, the lease is to be voided and a

new lease agreement executed by an eligible remaining family member. If no remaining family member is eligible for continued occupancy, he/she will be required to vacate. The remaining family member must be at least 19 years of age to be eligible for continued occupancy and determined to be suitable for tenancy have the ability to uphold the lease and meet all selection criteria.

Occupancy shall be restricted to those persons whose names appear onto the lease. After being housed, a resident may not add members to the household without obtaining written approval from the Director; a copy of which is to be placed in the resident's file. The Director may not grant permission if it results in an overcrowded situation or if the applicant is found not suitable for tenancy by failing to meet the Selection criteria.

A notarized letter from a landlord/property owner is needed as proof of residency by a tenant leaving the Authority with remaining family members still occupying the apartment.

Use of the unit for legal profit making activities with WHA consent. This activity must be incidental to residential use.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal:

A. The Total Tenant Payment or \$125.00 whichever is greater

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges. In addition, when a new adult member is added to the lease an additional \$100 is collected as a security deposit in the name of that adult member.

Security deposits shall be required of all tenants, to be used by the WHA towards reimbursement of the cost of repairing any intentional or negligent damages to the unit, or towards the repayment of any charges owed the WHA.

For applicants coming to WHA, receiving Social Services, their security will be one month's rent, according to the social service schedule. The utility allowance will not play a factor in determining the amount of the security. The WHA only accepts cash security deposits and will not accept security letters from the Department of Social Services.

All security deposits will be placed in interest-bearing accounts in the tenant's name. Interest on the security deposit will be refunded annually minus 1% for handling. Any charges to the residents for any rent owed, damages to the apartment or services for extra maintenance will be deducted from the security deposit upon the residents move out. The tenant shall be given a detailed statement of these charges. The remaining balance of the security deposit will be returned to the tenant in such time that allows the Authority its normal accounting and inspection period. The security deposit will not be used as payment for the last month's rent by the tenant before vacating.

Security deposit for all projects will be the total gross rent. For projects with utility allowances, it will be the gross total before any deductions have been made.

11. INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the WATERVLIET Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the WATERVLIET Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 Income

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

A Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

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

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not 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 an investment is 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 includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts 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 amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

D. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

E. Welfare assistance.

1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

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

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

2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

F. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 Annual Income

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. 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;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A residents service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
 - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member

who was previously unemployed for one or more years.

- b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
- c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. 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;
- 14. 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; or
- 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
 - m. The value of childcare under the Child Care and Development Block Grant Act of 1990
 - n. Earned income tax credit refund payments
 - o. Payments for living expenses under the Americorps ProgramAdditional income exclusions provided by and funded by the WATERVLIET Housing Authority

The WATERVLIET Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 Deductions From Annual Income

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income; That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child care expenses.

12. VERIFICATION

The WATERVLIET Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 Acceptable Methods of Verification

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the WATERVLIET Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the WATERVLIET Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the WATERVLIET Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the WATERVLIET Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 Types of Verification

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the WATERVLIET Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation	INS card

Verification Requirements for Individual Items

Item to Be Verified	3rd party verification	Hand-carried verification
	#	
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from

Verification Requirements for Individual Items

Item to Be Verified	3rd party verification	Hand-carried verification
		institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays	Bank deposits, other similar evidence

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The WATERVLIET Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The WATERVLIET Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the WATERVLIET Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

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

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

12.4 Verification of Social Security Numbers

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first

regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the WATERVLIET Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The WATERVLIET Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 Timing of Verification

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

12.6 Frequency of Obtaining Verification

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social

Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

12.7 Income Verification

ENTERPRISE INCOME VERIFICATION FOR PUBLIC HOUSING AND SECTION 8

UTILIZING THE EIV SYSTEM:

The authority will utilize the Department of Housing and Urban Developments (HUD) Enterprise Income Verification (EIV) system whenever possible during the occupancy process. The EIV system is a source of information for Public Housing Authority's (PHA) to use in verifying reported income by Residents (each household member) currently assisted in the Public Housing and Section 8 Rental Voucher programs. The PHA will use the EIV system for verification of household income during annual reexamination time periods.

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

The Authority will establish stringent security awareness measures so that only authorized system users may access the EIV system to maintain overall privacy and security compliance.

EIV DATA:

The EIV system will assist the PHA in verifying and supplying tenant income on such sources as Social Security, Social Security Disability, SSI, Wages, Unemployment Compensation, etc. for each family member. The EIV system will also be used to compare the income source and amount recorded in the tenant-supplied income data of the HUD-50058, which is maintained in the Public Housing Information Center (PIC) database.

All household members of at least 18 years of age are required to execute HUD form 9886 (Authorization for the Release of Information/Privacy Act Notice). By signing this form, the tenant authorizes HUD and the PHA to obtain and verify income information from various sources.

EIV REPORTS:

The EIV system was established to reduce errors in income reporting. The Watervliet Housing Authority constitutes a "substantial difference" of income at

20% from tenant provided income.

In cases where the EIV income data is NOT substantially different than tenant-reported income, the PHA shall:

- **Use tenant documents to calculate anticipated annual income if the EIV income is less than current tenant-provided documentation.**
- **Use EIV income data unless the tenant provides documentation of a change in circumstances, when the EIV data is more than the current tenant-provided documentation. If, however, acceptable tenant documentation is provided to justify a change in circumstances, the tenant documents will be used to calculate income.**

In cases where EIV income is substantially different than the tenant-reported income, the PHA shall:

- **Request written third-party verification from the income source in question in accordance with 24 CFR 5.236(3)(i).**
- **Review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the PHA cannot readily anticipate income such as in the cases of seasonal employment, unstable working hours and suspected fraud.**
- **Analyze all data and attempt to resolve the income discrepancy.**
- **Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.**

HANDLING OF DISCREPANCY REPORTS:

Management of the Authority will handle EIV Discrepancy Reports in the following manner:

- A) **If Resident disagrees with the Discrepancy Report issued by the EIV system, a meeting will be scheduled by Management with Resident to resolve dispute. All details of the Discrepancy Report will be documented and Resident will have 15 business days to obtain third-party verification of the discrepancy and submit said verification to Management. All tenant-provided and submitted documentation should be currently dated (not more than 60 days previous to the initial resolution meeting) Once the information is received from tenant (within the 15 day period), Management will review and render a final decision**

within 10 business days.

- B) If a situation arises where facts indicate that a Resident has unreported or under-reported income, a repayment agreement will be executed between the Resident and Management, and a revision to the current and future rental payments will be made. If a Resident refuses to enter into a repayment agreement and/or refuses to pay the newly calculated rent, termination of assistance shall occur using the established policies of the Public Housing and Section 8 Programs.**

13. DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 Family Choice

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
1. The family's income has decreased.
 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 The Formula Method

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or

C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the flat rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

[Appendix B for NOTICE OF RENT ADJUSTMENT](#)

13.3 Security Deposit

Increase minimum security deposit from \$100 to \$125 effective 10/1/2003

13.4 Minimum Rent

The WATERVLIET Housing Authority has set the minimum rent at \$50. However if the family requests a hardship exemption, the WATERVLIET Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

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

Tenants reporting income rendering them eligible for minimum rent must be scheduled for monthly interim re-certifications

13.5 The Flat Rent

The WATERVLIET Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The WATERVLIET Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

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

Currently the flat rents were based on the market survey of the Section 8 rent reasonableness documentation and the study conducted by a licensed real estate broker. The rent are therefore approved by the board of commissioners on June 26, 2000 and are as follows for all apartments within the jurisdiction of the Watervliet Housing Authority:

One Bedroom.....	\$450
Two Bedroom.....	\$475
Three Bedroom.....	\$525
Four Bedroom.....	\$550

13.6 Ceiling Rent

The WATERVLIET Housing Authority has not set a ceiling rent for each public housing unit.

13.7 Rent For Families Under the Non-Citizen Rule

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The WATERVLIET Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the WATERVLIET Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the WATERVLIET Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.8 Utility Allowance

The WATERVLIET Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the WATERVLIET Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula BUT NOT THE FLAT RENT to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the WATERVLIET Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For WATERVLIET Housing Authority paid utilities, the WATERVLIET Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the WATERVLIET Housing Authority will be billed to the tenant monthly.

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

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



Requests for relief from surcharges for excess consumption of WATERVLIET Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the WATERVLIET Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable

Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.9 Paying Rent



Rent and other charges are due and payable on the first day of the month. All rents should be paid at the main Administrative office. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment. For added convenience there is a mail slot for those wishing to insert a check during off hours.

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$10 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$10 for processing costs.

Acceptance for payment Cash Only:

It shall be the policy of the WHA to accept payment of rent or charges in the form of check or money order only; cash will no longer be accepted.

Check fee shall increase to \$25 for a bad check return. (annual plan 6/04)

13.10 Penalties For Late Rental Payment

Increase from \$5 to \$10 effective 10/1/2003

13.11 Welfare Rents

A. Families receiving welfare assistance as total income will be charged the greater amount according to HUD and NYS Department of Social Services approved rent schedules based on the bedroom size of the dwelling unit. (Subject to approved increases)

B. Families receiving income from welfare assistance and other sources will be charged a rent based on 30% of their net family income. The net family income is equal to the sum of their full welfare amount plus any additional income minus eligible deductions.

C. The higher of either the computed rent or welfare rent for a specific size unit will be charged and collected for rent.

D. Families receiving monies from the CAP Program (as a stepping-stone to independence from Social Services), the monies will be treated as other income. The Social Service rent schedule will not be a consideration for this rent computation. It will be the tenant's responsibility to notify the Office, and supply verification that they are only receiving monies from the CAP Program. It is the intention of the WHA to assist

the tenant in gaining independence from the welfare system. At any time it is found that the tenant returned to assistance from the welfare system their rent will be calculated according to section B. and C.

13.12 Rents For Essential Project Employees

Special rents may be established per month upon the approval of the Board for any essential project employee based on the requirements Chapter 6 of the public housing handbook 7465.1, Rev-2.

14. CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 General

In order to be eligible for continued occupancy, every adult resident of public housing must contribute eight hours of community service (not including political activities) each month, or participate in an economic self-sufficiency program for eight hours each month.

14.2 Exemptions

The following adult family members of tenant families are exempt from this requirement.

62 or older

Blind or disabled (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c) and who certify that because of this disability they are unable to comply with the service provisions; or primary caretakers of such individuals.

Engaged in work activities for a minimum of 20 hours per week as defined in section 407(d) of the Social Security Act (42 U.S.C. 607(d), specified below:

Unsubsidized employment;

Subsidized private-sector employment;

Subsidized public-sector employment;

Work experience (including work associated with the Refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

On-the-job-training;

Job-search and job-readiness assistance;

Community service programs;

Vocational educational training (not to exceed 12 months with respect to any individual);

Job-skills training directly related to employment;

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;

Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and

The provision of childcare services to an individual who is participating in a community service program.

Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program

Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

[Appendix J. COMMUNITY SERVICE TIME SHEET](#)

14.3 Notification of the Requirement

The WATERVLIET Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement. **It shall be the policy that tenants engage in the minimum of 20/week of employment is exempt from the community service requirement. (Annual plan 6/04)**

The WATERVLIET Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The WATERVLIET Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 Volunteer Opportunities

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The WATERVLIET Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer

community service positions.

Together with the resident advisory councils, the WATERVLIET Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

The following is a list of some of the activities:

Pick up bread and distributed
Deliver newsletters
Work at civic center thrift shop
Plant flowers

14.5 The Process

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the WATERVLIET Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the WATERVLIET Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 Notification of Non-Compliance With Community Service Requirement

The WATERVLIET Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 Opportunity For Cure

The WATERVLIET Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the WATERVLIET Housing Authority shall take action to terminate the lease.

15. RE-CERTIFICATIONS

At least annually, the WATERVLIET Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 General

The WATERVLIET Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of



selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the

interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

The WHA has determined that the following schedule will be followed in re-certifying

tenants at its low-rent housing projects.

PROJECT NAME

RE-EXAMINATION SCHEDULE

Day Apartments	November 1
Hilton Apartments	July 1
Quinn Apartments	January 1
Joslin Apartments	September 1
Hanratta Apartments	March 1

During the appointment, the WATERVLIET Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will placed on the transfer list.

15.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the WATERVLIET Housing Authority taking eviction actions against the family.

15.3 Flat Rents

The annual letter to flat rent payers regarding the reexamination process will state the following:

A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

B. The amount of the flat rent
Currently the flat rents were based on the market survey of the Section 8 rent reasonableness documentation and the study conducted by a licensed real estate broker. The rent are therefore approved by the board of commissioners on June 26, 2000 and are as follows for all apartments within the jurisdiction of the Watervliet Housing Authority:

- One Bedroom.....\$450
- Two Bedroom.....\$475
- Three Bedroom.....\$525
- Four Bedroom.....\$550

C. A fact sheet about formula rents that explains the types of income counted, the



most common types of income excluded, and the categories allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

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

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

F. The dates upon which the WATERVLIET Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their re-certification date, WATERVLIET Housing Authority will send a reexamination letter to the family offering the choice between a flat and a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the WATERVLIET Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the WATERVLIET Housing Authority representative, they may make the selection on the form and return the form to the WATERVLIET Housing Authority. In such case, the WATERVLIET Housing Authority will cancel the appointment.

15.4 The Formula Method

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the WATERVLIET Housing Authority will determine the

family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the ceiling rent if applicable.

15.5 Effective Date of Rent Changes For Annual Reexaminations

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 Interim Reexaminations

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

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the WATERVLIET Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before

adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant.

The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The WATERVLIET Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below

Once an applicant becomes a tenant in the WHA's public housing program, the head of household must request permission to add another person to the dwelling lease. The person being added must meet all eligibility requirements before the WHA will approve any addition to the dwelling lease.

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

15.7 Special Reexaminations

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the WATERVLIET Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 Seasonal employment

Families that have seasonal employment will have their rent calculated on a yearly basis. This type of employment will provide a more consistent rent payment method. Types of employment are similar to bus drivers working for schools, etc. (to be approved at 9/2005 board meeting)

15.9 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not

been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

Notice of Temporary Rent- On occasions, the WHA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs the WHA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If an underpayment was made based on the information provided the tenant would have fourteen (14) days from the date of the WHA notification to pay the amount specified. If the tenant has made an overpayment, that amount will be credited to the tenant account. The Head of Household and Spouse (if applicable) and a WHA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the tenant.

15.10 Minimum Rent

Tenants reporting income rendering them eligible for minimum rent must complete monthly interim re-examinations and provide current income and asset information, as well as current monthly expenses, such as bills for utility, telephone, rent, groceries, etc.

16. UNIT TRANSFERS

16.1 Objectives of the Transfer Policy

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a re-location when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the WATERVLIET Housing Authority's de-concentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 Categories of Transfers

Category A: Emergency transfers. These transfers are necessary when conditions pose an

immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. Tenant may be transferred when the WHA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor, which indicates the condition of the tenant and the WHA reserves, the right to make its own evaluation of the situation and documentation. The major consideration is due to physically unable to climb stairs or be primarily confined to a wheelchair or walker. If the WHA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and a transfer fee.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain WATERVLIET Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the WATERVLIET Housing Authority when a transfer is the only or best way of solving a serious problem.

Category D: Convenience Transfers: The Executive Director may at his discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. However, the cost of the transfer shall be borne by the tenant. A "Charge" list is posted in the WHA offices and is based on our contract price for maintenance. An administrative charge of \$50 for processing the transfer. The transfer charge list may be updated annually by the WHA.

Request for transfers for convenience must be made, in writing, to the WHA at the tenant's residential office stating the reason for the requested transfer. The WHA will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenant's responsibility to pay prior to the transfer.

16.3 Documentation

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 Incentive Transfers

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

A. The family is current in the payment of all charges owed the WATERVLIET Housing Authority and has not paid late rent for at least one year;

B. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;

C. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

16.5 Processing Transfers

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C & D will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent.

The WHA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within 3 days of the transfer. The tenant is allowed a period of 7 days to move and turn in the keys to the old unit without being charged a penalty.

If the move takes more than 7 days and the keys are not turned in the tenant will be charged a penalty of \$25 per day for each day the keys are not turned in to the WHA.

Prior to the transfer the Landlord will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All transfer charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection, with the tenant, on the unit that the tenant transferred from, after the keys are

turned in, and a final determination will be made by the WHA staff as to additional charges that may be due the WHA. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the WHA, as a result of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from the WHA. The tenant must sign a transfer agreement after the WHA has authorized the transfer and prior to the transfer.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the WATERVLIET Housing Authority and the family rejects two offers without good cause, the WATERVLIET Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the WATERVLIET Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides de-concentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include de-concentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 Cost of the Family's Move

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the WATERVLIET Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the WATERVLIET Housing Authority has caused the unit to be unsafe or inhabitable.

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

16.7 Tenants In Good Standing

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the WATERVLIET Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 Transfer Requests

A tenant may request a transfer at any time by being put on the transfer waiting list. In considering the request, the WATERVLIET Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The WATERVLIET Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The WATERVLIET Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 Right of the Watervliet Housing Authority In Transfer Policy

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the WHA due to modernization work and/or other good cause as determined by the WHA. Priority transfers are listed below:

- (1) WHA initiated transfers,
- (2) Transfers for health reasons,

- (3) Tenants who are under-housed by two or more bedrooms,
- (4) Tenants who are over-housed by two or more bedrooms,
- (5) Tenants who are under-housed by one bedroom,
- (6) Tenants who are over-housed by one bedroom; and,
- (7) Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Manager. The WHA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

Reassignment, or transfers, to other dwelling units shall be made without regard to race, color, sex, religion, handicap, and familial or national origin. Tenants shall not be transferred to a dwelling unit of equal size, either within or between projects, except for alleviating hardships as determined by the Executive Director. Transfers within projects shall be made to correct occupancy standards.

17. INSPECTIONS

An authorized representative of the WATERVLIET Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the WATERVLIET Housing Authority file and a copy given to the family member.

An authorized WATERVLIET Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any WATERVLIET Housing Authority damages to the unit.

The Tenant agrees that a duly authorized agent, employee, or representative of the WHA will be permitted to enter the unit for the purpose of examining the condition of it during the normal business hours of the Authority. The inspections of the units by the maintenance and tenant relations staff will be made after advance written 48 hours notice to the tenant as required by the lease.



17.1 Move-In Inspections

The WATERVLIET Housing Authority will provide a move-in sheet for an adult member of the family to inspect the unit, which will be due within three days of move-in. Work orders will be submitted and completed to correct any deficiencies. A copy of the

signed inspection will be placed in the tenant file.

[Appendix C: Move-In Sheet](#)

Annual Inspections

The WATERVLIET Housing Authority will inspect each public housing unit annually to ensure that each unit meets the WATERVLIET Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

The WHA has a system in place that documents the inspection of all public housing units. If the inspection results in a work order the repairs are made in accordance to the urgency of need as documented by the inspection sheet. The WHA has a system that tracks each inspection. The inspection sheet used by the WHA meets or exceeds the requirements of the Section 8 Housing Quality Standards (HQS).

The WHA shall inspect its units according to the following schedule, and more often as determined by the Executive Director.

Day	September
Quinn	October
Hilton	May
Joslin	August
Hanratta	November

Preventative Maintenance Inspections

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 Special Inspections

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the WATERVLIET Housing Authority.

17.5 Housekeeping Inspections

Generally, at the time of annual reexamination, or at other times as necessary, the WATERVLIET Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

If the inspection indicates that the tenant has poor housekeeping habits that need to be improved upon. A report and the Executive Director will schedule a meeting with the tenant to counsel the tenant on their poor housekeeping habits. A follow-up inspection will be conducted by the Executive Director within 30-days of the counseling session and if the problem continues to exist the Executive Director may take whatever action is

necessary to correct the situation. If the tenant fails to improve, the provisions of the dwelling lease can be enforced and the tenant evicted. However, the WHA should take steps to help the tenant improve before starting the eviction process. The tenant may be placed on a monthly or routine re-inspection schedule if the Executive Director feels justified to better monitor the tenant's progress or ability to comply with the lease requirements.

17.6 Notice of Inspection

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the WATERVLIET Housing Authority will give the tenant at least two (2) days written notice.

17.7 Emergency Inspections

If any employee and/or agent of the WATERVLIET Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

WHA staff and/or agents of the WHA, at the direction of the Police will open the door to a unit when law-enforcement officials present a lawfully executed search warrant (plus, provide a copy of the search warrant to WHA staff) for a dwelling unit managed by the WHA. WHA staff and/or its agents will write down the name(s) of the Police Officers and keep the copy of the search warrant. These documents will be filed in the residents file folder. WHA staff will not enter the unit. This action will prevent the law enforcement officers from having to breakdown the door and causing damages to the unit.

17.8 Pre-Move-Out Inspections

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

17.9 Move-Out Inspections

The WATERVLIET Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against

the security deposit.

17.10 30 Day New Move In Inspections

The Executive Director schedules an inspection within 30 days after a new tenant moves in. This allows the Executive Director to visit with the new tenant. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days notice, prior to the inspection.

17.11 Smoke Detector Maintenance Policy



Your unit is equipped with one or more smoke detectors. You must ensure that the smoke detectors are operating at all times. You must see to it that batteries are replaced as needed. Never disconnect a smoke detector for any reason.

The smoke detector has a red indicator light on its face. If your smoke detector is operating properly, this light will be lit. If the light is flashing and the smoke detector beeps every few seconds, the battery is low and needs replacement. If the light is not lit or flashing, the battery is dead or has been disconnected if it's electric. Only Van Rensselaer Village Apartments have battery smoke detectors, all others are electric.

If your smoke detector isn't operating and you need assistance dealing with it, notify the office immediately. If you fail to keep all smoke detectors in your unit operating at all times, you will receive one and only one warning. If you fail to comply with this rule a second time, we will have grounds to evict you.

17.12 Other

The WHA shall charge tenants for any and all damages of the unit or equipment, caused by the tenant, his/her family, dependents, or guests. The WHA shall charge for repairs of intentional or negligent damage. There will not be a charge for the repair of the unit or equipment if it is due to reasonable wear and tear. It shall be left to the discretion of the Executive Director to determine if responsibility lies with the tenant or was caused by malicious vandalism that was not instigated by the tenant. A police report, eyewitness account and other documentation available will be used to determine ultimate responsibility. The mere fact that a police report was made by the tenants claiming others is not a deceive factor in leaving tenant any responsibility.

Such charges shall be billed to the tenant and shall specify the items damaged and the cost. Payment for said charge is due the next notice of billing or a minimum of two weeks notice. The charge for all damages shall be in accordance with the current list of charges available and posted at the rental office bulletin board and as attached as Exhibit

17.13 Mold

To minimize the occurrence and growth of mold in the leased premises, Tenant hereby agrees to the following:

Moisture accumulation. Tenant shall remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the leased premises at reasonable levels.

Notification of management. Tenant shall promptly notify management in writing of the presence of the following conditions:

A water leak, excessive moisture, or standing water inside the leased premises;

A water leak, excessive moisture, or standing water in any building or common room;

Mold growth in or on the leased premises that persists after tenant has tried several times to remove it with household cleaning solution

A malfunction in any part of the heating, air-conditioning, or ventilation system in the leased premises

Liability. Tenant shall be liable to the Owner for damages sustained to the leased premises or to Tenant's person or property as result of Tenant's failure to comply with the terms of this Rider.

17.14 Damages Caused By Smoking

Smoking is permitted in apartments. Residents understands and agrees that any damage caused by or related to cigarette, pipe or cigar smoking, or any tobacco product shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or cost for the cleaning and repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the tiles, carpet and/or pads. **Current tenants will be responsible for any additional costs associated with painting due to smoking. Typically only one coat of paint is required for routine maintenance. If an additional coat of paint or sealer is required the tenant will be charged for both labor and materials. (changed annual plan '04)**

17.15 Ventilation fans in hallways at Hanratta

Hanratta apartments have roof fans that require the exchange of air flow though out the building. There are roof fans that control the hallways, kitchens and bathrooms. The fans are controlled by timers located near the main circuit panels. Fans are placed on timers depending on the seasonal conditions of the year. The following breaks down the the three locations for each season as to when the timers should be changed. This is initiated by a preventive work order that reminds the staff to make the appropriate change in time.

Hallways

Winter/Fall:
Spring/Summer:

Bathroom

Winter/Fall:
Spring/Summer:

Kitchens

Winter/Fall:
Spring/Summer:

I have set the fans up to run as we usually do:

6-8:00 AM
11:00 AM -12:30 PM
4:30 - 6:30 PM
10:00 - 11:00 PM

18. OUTSIDE RESTRICTIONS

Signs and outside storage:

Tenants are not permitted to post signs of any nature on the WHA property, except signs of political nature in the inside of the tenants window for the period of a election. Also no outside storage of any kind is permitted, such as boats, trailers, basketball hoops etc.

Pool Rules

All swimming pools shall be no deeper than 18 inches, or any pool that needs to remain filled when not in use is prohibited. All pools shall be emptied when not in use.

Satellite Dish Rules

Satellite dishes may not exceed 1 meter in diameter. Dishes may be installed in apartments or on own balconies or patios. They may not be mounted on exterior walls, in common areas, on roofs or at any location outside of the tenant's apartment. Satellite dishes may not be installed in ways that would enable them to fall on people from above. They may not extend beyond a patio/balcony and they may not be installed in windows or on window frames. Satellite dishes may not be installed in ways that damage units or buildings. Satellite dishes must be installed professionally with a member of maintenance staff present and the tenant will be charged for the time spent by the WHA for being present.

19. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants as deemed by the Executive Director;

The Authority shall be responsible for repair of the unit within a reasonable period of time, not to exceed 7 days, after receiving notice from Tenant provided if damage was caused by Tenant, household members, or guests, the reasonable cost of repairs (e.g. labor, parts, materials, replacement, et.) shall be charged to Tenant.

The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unity if the hazardous condition was caused by Tenant, household members, or guests.

If the Tenant dwelling is deemed uninhabitable then the tenant will have 7 days to vacate all personal belongings so the Authority can make necessary repairs. If the tenant do not remove any property then the WHA has the right to remove and store any contents and stabilize the unit and make necessary repairs. (*changed annual plan '04*)

20. DWELLING LEASE ADDENDUM PET POLICY

1. Common household pets shall be defined as dogs, cats, birds, fish, or rodents traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles are not considered household pets. Animals that are considered vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are reptiles, Rottweiler, Doberman pinscher, pit bulldog, and/or any animal that displays vicious behavior. This determination will be made by the Executive Director prior to the execution of this lease addendum.



2. Only one pet per apartment is allowed at any time unless permission is granted for additional pets by the Housing Authority. Any pet must be licensed according to local regulations in the name of the tenant. A copy of the license must be provided.
3. All cats and dogs must be spayed or neutered and documentation of this must be furnished to the Housing Authority.
4. Dogs weighing more than 20 lbs. shall not be permitted at full maturity. Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from the WHA property.
5. Tenants must on request provide proof that pet has received the following shots,
 - a. Dogs-distemper, hepatitis, leptospirosis (two types), parvovirus, parasite influenza,

kennel cough. These are administered in one shot each month until dog reaches for (4) months of age; annually thereafter.

Rabies-one shot at six 4-6 months of age and every three years thereafter.

Ear mites-appear as a tan or dark brown waxy build-up on inside of ears. Vet must check and dispense eardrops as needed.

b. Cats - panleukopenia (feline distemper), calici virus, rhinotrachitis. These are to be administered annually.

Rabies-administered annual or every three years depending on vaccine used. Any vaccine is only good for one year if the cat is under one year of age.

Ear mites-appear as a tan or dark brown waxy build-up on inside of ears. Vet's must check and dispense ear drops as needed.

6. Additional care required for both dogs and cats must include the following:

a. Odor/dermatitis (skin problems)-fleas/tick sprays or powders must be used as needed.

b. All dogs and cats must be brushed often for hygienic purposes.

c. Cats and dogs should have toenails clipped.

d. All animals must have an annual check-up and receive new certificate of inoculation.



e. Use water and Clorox, or other strong disinfectant if animal inadvertently urinates, sprays or disinfected in an apartment.

7. All dogs shall be on a leash as per city of Watervliet ordinance when out of the apartment.

8. Dogs and cats are not allowed in any community room, or laundry in any building and if in an elevator must be carried by the owner.

9. Doctor's certificate may be requested at any time as determined by the Authority to verify individual's ability to care for the pet.

10. Tenant must identify and document willingness of a third party (third party must sign) who will within one hour remove and care for the pet in the event of sudden illness, injury or death of the tenant. In the event that the designated party cannot be reached, or fails to act within 24 hours, Watervliet Housing Authority will turn the pet over to the Humane Society.



11. Tenant's owning a cat shall provide a litter tray for the animal's use in his or her apartment. Waste is to be separated from kitty litter daily, placed in a properly wrapped trash bag and properly disposed of. Kitty litter is to be changed twice weekly, sand disposed of in properly wrapped trash bags.

Under no circumstances is kitty litter to be flushed in the toilet.

12. Dogs and cats shall not be permitted to excrete any where in buildings (other than cats using a litter box in the apartment). The Housing Authority may designate an area on the grounds for use of the dogs. Tenants shall be responsible for immediately removing dog feces dropped anywhere placing the same in a bag or small container and disposing of the same properly.

13. A charge of \$25.00 will be levied each time to pet owners who fail to remove pet waste in accordance with rules stated above.

14. A \$100.00 security deposit shall be charged to owners of dogs, cats, ferrets, rabbits or any caged rodent. This amount will be applied for services for clean up and extermination necessary because of the pet upon the tenant's vacating of the premises.

15. If a pet becomes vicious, displays symptoms of severe illness or demonstrates other behavior that constitutes an immediate threat to health or safety of the tenancy as a whole, the Executive Director may request the pet owner immediately to remove the pet from the housing project. If the owner refuses to remove the pet or if the Executive Director may contract the local Humane Society to have the pet immediately removed from the project premises.

16. Pet rule violation procedures.

Notice of pet rule violation - If the Executive Director or his designee determines on the basis of objection facts supported by written statements that a pet owner has violated a rule governing the keeping of pets, the Executive Director shall serve a notice of pet rule violation on the pet owner.

Any tenant failing to comply with the above regulations shall be grounds for removal of the pet or termination of the pet owner's tenancy, or both and such removal shall be in accordance with State law and WHA grievance procedure shall not apply in situations as is presented in Section 17 of this policy because of the urgency of the situation if so determined by the Executive Director or his designee.

17. Tenants of a project may establish a voluntary pet owners grievance committee. The pet owner grievance committee would consist of a pet owner from the building and a neutral outside third party. This group would perform such functions as the collection and dissemination of information on pet care, provision of pet care assistance to tenants, an informal mediation of disputes between tenants concerning the compliance of the pet rules.

18. Pet shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms, “disturb, interfere or diminish” shall include but not limited to barking, howling, chirping, biting, scratching and other like activities. The Executive Director will terminate this authorization, if a pet disturbs other tenants under this section of the lease addendum. The Tenant will be given one week to make other arrangements for the care of the pet.

19. All authorized pets must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. Pets, which are unleashed, or leashed and unattended, on WHA property, will be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet and at the expense of the Tenant. Also, if a member of the WHA staff has to take a pet to the Humane Society the Tenant will be charged \$50 to cover the expense of taking the pet to the Humane Society.

20. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Tenant shall be charged a fee of \$25. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant.

Also, if a member of the WHA staff has to take a pet to the Humane Society The Tenant will be charged an additional \$50 to cover the expense of taking the pet to the Humane Society. The WHA shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

21. Pet owners will be charged for all violations and damages caused by pets according to posted rates.

22. All owners must submit a picture of the pet or bring the pet to the office to have a picture taken.

23. Any tenant having a dog as a pet must obtain a Tenant’s Insurance Policy that names the Authority as insured.

24. All tenants with pets shall sign this pet policy.

[Appendix I: Pet Policy Forms](#)

21. TERMINATION

19.1 Termination By Tenant

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

[Appendix H: 30 DAY NOTICE OF INTENTION TO VACATE](#)

19.2 Termination By the Housing Authority

The WATERVLIET Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The WATERVLIET Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges.
 - B. A history of late or chronic late rental payments;
 - C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
 - D. Willful misrepresentation or concealment by tenant of any material fact, which would affect eligibility for admission, continued occupancy or rent to be paid.
 - E. Failure to maintain the unit in a safe and sanitary manner;
 - F. Assignment or subletting of the premises;
 - G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
 - H. Destruction of property;
 - I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
 - J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of met amphetamine on the premises of the WATERVLIET Housing Authority;
- Non-compliance with Non-Citizen Rule requirements;
Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and Other good cause. Breach of rules and regulation of tenancy.
Non-cooperation. Under or over occupancy and refuses



offer of transfer; would include remaining member(s) of tenant family. Assignment or transfer of possession by tenant of record to person(s) with out Authority permission consent, after tenant of record has moved from apartment. Non-desirability as defined in

admission standards. Contingent liability arising from use of apartment for illegal purposes.

The mere possession of illegal drugs found on the premise resulting in an adverse affect on the projects environment. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants and/or WHA employees. Failure to pay their utility bills with power company due to the fact they are receiving a utility allowance. Failure to allow the WHA to perform needed repairs after receiving a 48 hours notice Removing or tampering with the operation of a smoke detector and after first receiving a written warning

The WATERVLIET Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

A written record of each eviction shall be maintained by the WHA and such record shall contain the following information:

Name of tenant and identification of unit occupied.

Date of notice to vacate.

Specific reason(s) for notice to vacate. For example, if a tenant is being evicted because of undesirable actions the record should so support that claim.

Date and method of notifying tenants.

Summary of any conferences with tenants. Notification that the tenant is entitled to utilize the WHA grievance procedure, (Exhibit L) in order to resolve the situation with management, unless such action is related to illegal drug or criminal activity that threatens the safety or right to peaceful enjoyment of the other residents of employees of the WHA. Grievance procedures are not available to tenants involved in drug related and/or criminal activity. Tenants will be given a 10-day notice to vacate before eviction papers are served upon a tenant for such actions.

Eviction for criminal activity. Any criminal activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants and/or WHA employees. This includes all drug related activity occurring on or off WHA property. WHA has One Strike (zero tolerance) policy with respect to violations of lease terms regarding criminal activity. WHA shall have the discretion to consider all circumstances of case including:

1. Seriousness of offense
2. Extent of participation by family members
3. Effects on non-involved family members

The Post Office will be notified in the event the Tenant is evicted due to drug involvement.

[Appendix D: FOURTEEN DAY NOTICE](#)

[Appendix E: THIRTY DAY NOTICE](#)

[Appendix F AGREEMENT TO VACATE HANDICAPPED UNIT](#)

19.3 Abandonment

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

When a unit has been abandoned, a WATERVLIET Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the WATERVLIET Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.



If the total value of the property is estimated at less than \$100 the WATERVLIET Housing Authority will mail a notice of the sale or disposition to the resident and then wait 30 days by State law. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until 30 calendar days after the WATERVLIET Housing Authority mails the notice of abandonment.

If the estimated value of the property is more than \$100, the WATERVLIET Housing Authority will mail a notice of the sale or disposition to the resident and then wait 30 days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the WATERVLIET Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the WATERVLIET Housing Authority will mail it to the family. If the family's address is not known, the WATERVLIET Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the WATERVLIET Housing Authority.

Within 30 days of learning of an abandonment, the WATERVLIET Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

19.4 Return of Security Deposit

After a family moves out, the WATERVLIET Housing Authority will return the security deposit within a reasonable time or give the family a written statement of why all or part of the security deposit is being kept.

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

If State law requires the payment of interest on security deposits, it shall be complied with.

The WATERVLIET Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 days.

Repayment Agreements

When a resident owes the WATERVLIET Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the WATERVLIET Housing Authority allow them to enter into a Repayment Agreement. The WATERVLIET Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

[Appendix G: Lease](#)

22. GRIEVANCE PROCEDURE

20.1 Grievance Procedures

The purpose of this is to set forth the requirements, standards and criteria for a grievance procedure to be established and implemented by the Watervliet Housing Authority to assure that tenants are offered an opportunity for a hearing if the tenant disputes within a reasonable time any WHA action or failure to act involving the tenant's lease with the WHA or WHA regulations which adversely affect the individual tenant's right, duties welfare or status.

a. The WHA grievance procedure shall be applicable to all individual grievances as defined below between the tenant and the Authority provided, that in those jurisdictions which that, prior to eviction, a tenant be given a hearing in court containing the element of due process, as defined below, the Authority may exclude for its procedure any grievance concerning an eviction or Termination of tenancy based upon a tenants criminal activity tat threatens the health, safety, or right to peaceful enjoyment of the WHA's public housing premises by other residents or employees of the WHA or any drug-related criminal activity on or near such premises. Grievance procedures are not available to tenants involved in Drug related and/or criminal activity.

b. The Authority grievance procedure shall not be applicable to disputes between

tenants not involving the WHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or group of tenants and the WHA Board of Commissioners.

c. This grievance policy will be made available to any tenant and/or tenant organization and they will have time (30 days) to present written or verbal comment on all proposed changes.

20.12 Definitions

a. Grievance-shall mean any dispute which a tenant may have with respect to WHA action or failure to act in accordance with the individual tenant's lease or WHA regulations which adversely affect the individual tenants rights, duties, welfare or status.

b. Complainant-shall mean any tenant whose grievance is presented to the Authority in accordance with the procedures set forth below.

c. Elements of Due Process-shall mean an eviction action or a termination of tenancy in a State or local court which the following procedural safeguards are required.

1 Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction

2. Opportunity for the tenant to examine all relevant documents, records and regulations of the Authority prior to the trial for the purpose of preparing a defense.

3. Rights of the tenant to be represented by counsel, at his/her own expense.

4. Opportunity for the tenant to refute the evidence presented by the Authority including the right to confront and cross-examine affirmative legal or equitable defense which the tenant may have.

5. A decision on merits.

6. Accommodations will be made for those with disabilities.

d. Tenant- shall mean the adult person (or persons) (other than a live-in aide):

1. Who resides in the unit, and who executed the lease with WHA as lessee of the unit, or, if no such person now resides in the unit,

2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

3. Informal Settlement of Grievances

Grievance shall be personally presented, either orally or in writing to the Authority office so that it may be discussed informally and settled with out a hearing. The grievance or complaint must be signed by the complainant and filed in the office by him or his representative within a reasonable time, not in excess of five (5) working days of the WHA action or failure to act which is the basis for grievance. A summary of such discussion shall be prepared within a reasonable time. One copy shall be given to the tenant and one retained in the tenant file. The summary shall specify the names of the

participants, dates of meeting the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedure by which a hearing may be obtained if the tenant is not satisfied.

e. Request for Obtaining a Hearing

a. Request for hearing- the complainant shall submit a written request for a hearing to the Authority office within 10 days after receipt of the summary of discussion. the written request shall specify:

1. The reasons for the grievance, and
2. The action or relief sought.

b. Failure to request a hearing - If the complainant does not request a hearing the WHA disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the WHA action in disposing of the complaint in an appropriate judicial proceeding.

Selection of the Hearing Officer

The hearing shall be held before an impartial and disinterested hearing officer. The hearing officer shall be an approved arbitrator of the Albany Dispute Mediation Agency. The agency shall be requested to appoint an arbitrator to hear

a. Grievance and shall be instructed to follow the procedures for this policy.

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. Private Hearing:

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.

c. Examination of Documents:

Complainant may examine before the hearing and, at his expense, copy all documents, records and regulations of the WHA that are relevant to the hearing. Any document not made available, after request therefore by the complainant, may not be relied on by the WHA at the hearing. The complainant may request, in writing, in advance and at his expense, a transcript of the hearing.

d. Previous Hearing:

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

proceeding.

e. Escrow Deposit:

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease requirement or other charges which the Authority claims is due, the complainant shall pay the WHA an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. These requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make payment shall not contest the WHA deposition of his grievance in any appropriate judicial proceeding.

1. In the event that the Hearing Officer finds in favor of the complaint, the funds on deposit in escrow shall be returned to the Tenant within two (2) working days after the written decision by the Hearing Officer has made.

2. In the event that the Hearing Officer rendered a decision in favor of the WHA, the funds in escrow shall be paid over to the WHA within ten (10) days of the Hearing Officer's decision. If the complainant intends to appeal said officer's decision, the appeal proceedings are to commence within ten days of original decision. The funds shall remain in escrow until a final decision on the appeal is made.

f. Failure to Appear:

If the complainant fails to appear at a hearing, without justifiable reason the officer may make a determination that the complainant has waived his right to the Hearing. Such a determination contest the WHA's disposition of this grievance in an appropriate judicial proceeding

g. Request Adjournment:

The Complainant has the right to ask for adjournment prior to the hearing if the request is approved by a majority of the Hearing Officers.

h. Complainant Required to Appear:

At the hearing the complaint must take a prima facie case, and then the burden of proof is on the WHA to justify the action or inaction proposed by it in its answer to the complaint. The complainant may present evidence and arguments in support of his complaint, to controvert evidence relied on by the WHA, and confront and cross-examine all witnesses on whose testimony or information the WHA relies.

Hearings conducted by the Hearing Officer shall be informal, and oral or documentary evidence, pertinent to the facts and issues raised by the complaint may be received

without regard to admissibility under the rules of evidence applicable to judicial proceedings, as limited however, to the facts and issues raised by the complaint and answer, may be received by the Hearing Officer without regard to either that evidence would be admissible under rules of evidence employed in judicial proceedings.

Decisions of the Hearing Panel

a. Decision:

The decision of the Hearing officer shall be based solely on and exclusively upon facts presented at the hearing and upon applicable WHA 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 promulgated there under, or the Annual Contributions Contract, and to the extent provided in subsection f below, the decision of the Hearing officer shall be binding on the WHA.

b. Parties Submission:

If both parties agree to prepare a proposed decision to the Hearing officer each shall submit it to the Hearing officer for its consideration.

c. Written Decision:

The Hearing officer shall prepare its written decision, including a statement of findings and conclusions; as well as the reasons or basis therefore, upon 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. The written decision of the Hearing officer with all names and identifying references deleted shall be maintained on file by the WHA and made available for inspection by a prospective complainant or his representative.

d. File of Decision:

Any judicial decision, or related settlement pertaining to the decision of the Hearing officer shall also be maintained on file by the WHA and made available for inspection.

Favorable Decision:

If the decision is in favor of the complainant, the WHA shall promptly take all required actions rendered by such decision unless the Board of Commissioners of the WHA determines and notifies the complainant in writing within 30 days that the Hearing Panel has acted arbitrarily or exceeded its authority. In such event, the Hearing officer's decision may be judicially reviewed.

3. Appeals from the Hearing Officer's Decision:

A decision by the Hearing officer which is in favor of the WHA and/or denies the complainant his requested relief in whole or in part, shall not constitute a waiver of, nor affect in any manner, whatever rights the complainant may have to a trial.

4. Notices to Vacate Premises:

a. At the time of the private conference required by Low-Rent Housing Handbook RHM 7465.1 the tenant must be informed in writing of: The specific reason for the proposed eviction; and his right to request a hearing upon the proposed eviction within five working days from the date of the conference.

b. If the tenant has requested a hearing on the proposed eviction and the Hearing officer by its decision upholds the WHA's proposal to evict, an action to regain possession may not be commenced until after the Tenant's right to use and/or occupy the premises has been terminated by lawful notice. Such notice to vacate may not be given prior to the date on which the Hearing officer's decision upholding the proposed eviction is delivered or mailed to the tenant.

c. When such notice to vacate is given to the Tenant, he must be informed in writing that;

1. If he fails to quit the premises within three days, appropriate legal action (dependent on State Law) will be brought against him;

2. If suit is brought against him, he will be required to pay court costs and attorney fees incurred once a court order has been obtained through judicial proceedings.

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

GLOSSARY FOR ACOP

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, and medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid

States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

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 actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or

is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), 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. (24 CFR 5.403(b))

Displaced Person: 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. [1937 Act]

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

- 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, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual re-certification's when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, 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 for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: 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; 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. (24 CFR 5.403(b))

Net Family Assets:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. 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 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.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family 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 tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. 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(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

“Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof), which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Re-certification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by

the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of:

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

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority 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 safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: 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. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Acronyms

ACC Annual Contributions Contract

CFR Code of Federal Regulations

FSS Family Self Sufficiency (program)

HCDA Housing and Community Development Act

HQS Housing Quality Standards

HUD Department of Housing and Urban Development

INS (U.S.) Immigration and Naturalization Service

NAHA (Cranston-Gonzalez) National Affordable Housing Act

NOFA Notice of Funding Availability

OMB (U.S.) Office of Management and Budget

PHA Public Housing Agency

QHWR Quality Housing and Work Responsibility Act of 1998

SSA Social Security Administration

TTP Total Tenant Payment