



Memphis Housing Authority

# Admissions and Continued Occupancy Policy

Annual Plan FY 2021-2021

5 Year Plan (2021-2026)

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## **I. Program Administration**

### **A. Purpose of the Admissions and Continued Occupancy Policy (ACOP)**

The Admissions and Continued Occupancy Policy (ACOP) establishes written policies used by the Memphis Housing Authority (MHA) Public Housing for all properties owned by Memphis Housing Authority and privately managed developments. It is written in accordance with United States Department of Housing and Urban Development (HUD) regulations and addresses matters not covered under the HUD regulations that are instead left to local discretion for the Public Housing Program, as established by the United States Housing Act of 1937. The regulations that govern these programs are documented in Title 24 of the Code of Federal Regulations (CFR) Parts 5, 960, 966 and other applicable regulations promulgated by the HUD.

This ACOP is a supportive document to MHA's Public Housing Agency (PHA) Plan. It shall be available for public review during regular office hours Monday through Friday at its main administrative office located at 700 Adams Avenue, and at the Public Housing Site Offices and on our website.

The MHA Chief Executive Officer, on behalf of MHA, can make any necessary revisions to this ACOP, and Public Housing Dwelling Lease (Lease), as may be required by regulatory, statutory, court order or internal policy that occurs before approval of the next presentation of the Public Housing Agency (PHA) Plan, which occurs annually.

### **B. Public Housing**

MHA is a public housing agency as defined in Section 35(f) of the United States Housing Act of 1937, and is the local governmental entity responsible for establishing affordable housing programs in Shelby County a political subdivision of the State of Tennessee. These programs include federally assisted housing programs that are administered through MHA's housing department, the MHA or its successor agency or department. Although MHA has responsibility for all day-to-day operations of the Public Housing programs, revisions to this ACOP requires approval from the MHA Board of Commissioners (the Board) and/or other authorized MHA officials.

The administration of the Public Housing programs shall comply with all applicable Federal, State and local law, Public Housing regulations, handbooks, and policies promulgated by HUD, and other federal laws including: The United States Housing Act of 1937, as amended, the Fair Housing Act, as amended, the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 3 of the Housing and Urban Development Act of 1968, as amended.



### **C. Assistance to Limited English Proficiency (LEP) Persons**

Limited English Proficient (LEP) persons do not speak English as their primary language and have a limited ability to read, write, or understand English at a level that allows the person to communicate effectively when applying or receiving services or benefits from agencies that are recipients of federal funds.

In accordance with HUD's *Final Guidance to Federal Assistant Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English-Proficient Persons* (Final Guidance), MHA is committed to ensure direct access to its program and activities to all applicants and program participants, regardless of the primary language they speak.

Oral language interpretation services may be provided for scheduled appointments, meetings, informal reviews, hearings and interviews, upon request 10 business days in advance. MHA will secure oral translation services from approved vendors, according to MHA's procurement procedures.

Language interpretation services are offered to LEP persons for activities including but not limited to the following:

- a) Eligibility Interview
- b) Voucher Briefing
- c) Rental Interview and Lease Signing
- d) Initial, Annual, and Interim Reexaminations
- e) Transfer and Resident Tenancy Application
- f) Reasonable Accommodation Requests
- g) Conferences, Informal Reviews and Hearings

MHA staff is prohibited from requiring or asking LEP persons to bring their own interpreter. If a LEP person requests that an adult family member or friend (18 years of age or older) provide interpretation, this practice is acceptable only if it is their choice.

### **D. Mixed Finance Developments**

From time to time, MHA has and may continue to engage in mixed-finance development, which includes construction of new public housing and rehabilitation of existing MHA-owned public housing, as authorized by 24 CFR § 905.604, and other applicable laws and regulations. MHA-owned public housing properties may be leased to private developers through a long-term ground lease and other applicable mixed-finance agreements and documents.

The properties would then be managed by these private developers, or entities, rather than MHA. Notwithstanding any contrary provision within this ACOP, MHA may delegate certain admissions and occupancy functions as discussed within the ACOP to entities and/or managers of those mixed-finance developments; provided, however, that such admissions and occupancy functions must be performed in accordance with this ACOP and applicable public housing requirements (including any deviations from the ACOP as permitted hereunder, as set forth in this section). Such delegation does not relieve MHA from ultimate responsibility with respect to the foregoing.

MHA acknowledges that such mixed-finance developments may be subject to federal Tax Credit Requirements. For purposes of this Policy, Tax Credit Requirements shall mean any and all matters required by Section 42 of the Internal Revenue Code of 1986 and regulations thereunder (Section 42) or any agreement with a condition of receipt of tax credits, whether or not such requirement is explicitly stated in Section 42.

To facilitate compliance with Tax Credit Requirements, this ACOP shall be deemed amended with respect to any mixed finance development in order to conform to any provision herein to applicable Tax Credit Requirements, unless such policies are otherwise required by applicable public housing requirements. Examples of policies that may be different than what is set forth in the ACOP but that are nevertheless permissible under this section include, but are not limited to:

- a) The requirement for annual re-examinations (to the extent required by Tax Credit Requirements) and modifications to the tenant lease to conform with Tax Credit Requirements; and
- b) Different income limits, income tiering requirements and rent limits consistent with what is permissible or required in accordance with Tax Credit Requirements.

Under this section, the entity will carry out screening and eligibility determinations with respect to such Tax Credit Requirements, including determinations related to transfers of new admissions from other public housing developments, new admissions and continued eligibility of existing residents. Notwithstanding anything herein to the contrary, any public housing resident who is eligible under applicable public housing requirements, but not eligible under Tax Credit Requirements shall be referred to MHA by the Entity and may be re-housed by MHA in accordance with the transfer provisions set forth in the ACOP. All MHA mandated eligibility requirements must also be met by the applicant.

MHA further acknowledges that certain terms or requirements pertaining to the public housing units may be negotiated between MHA and the entity of each mixed-finance development, such as income tiers and transformation remedies, and effectuated through the execution of the Declaration of Trust and Restrictive Covenants, the Regulatory and Operating Agreement, the Mixed Finance Annual Contributions Contract (ACC) Amendment and applicable management documents. Provided, however, that notwithstanding anything contained in those documents to the contrary, the applicable public housing requirements shall control.

As used herewith, the term “applicable public housing requirements” shall mean the following: the U.S. Housing Act of 1937, HUD regulations thereunder (and to the extent applicable, any HUD- approved waivers of regulatory requirements); any other federal laws, regulations, notices and Executive Orders pertaining to public housing; the ACC between HUD and MHA (as amended by Mixed-Finance Amendments), this ACOP, and applicable tax credit management plans and agreements as those requirements may be waived or amended from time to time.

## **II. Affirmative Marketing, Waiting List and Applicant Selection**

### **A. Affirmative Marketing**

MHA’s marketing plan ensures inclusion on its waiting list of all people without regard to race, national or ethnic origin, color, sex, religion, age, disability, familial status, marital status, ancestry, status as a victim of

domestic violence, dating violence, sexual assault or stalking, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income.

The opening of the waiting list will be advertised through local print media, online sites, and public agencies.

1. Outreach to Very-Low Income Families

- a) Efforts will be taken to ensure outreach to eligible population providing information of all opportunities to apply for program assistance. To reach the widest eligible population, the agency may use special outreach in any of the following methods:
- b) Notice to churches, synagogues, and other places of worship;
- c) Notice to government offices including but not limited to libraries, Community Action Agency (CAA), Social Security Administration, State of Tennessee Department of Children and Families, Legal Services of Memphis, Inc., or other agencies designed to assist the low-income community;
- d) Notice to agencies that assist the elderly or a person with a disability;
- e) Announcement at public meetings; and
- f) Any other methods deemed appropriate to increase the scope of outreach for eligible applicants.

2. Marketing and informational materials will:

- a) Comply with Fair Housing Act requirements and the regulations promulgated by HUD on wording, logo, etc.;
- b) Describe the application process, waiting list, and preference structure accurately;
- c) Use clear and easy to understand terms;
- d) Make clear who is eligible: low-income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- e) Be clear about MHA's responsibility to provide reasonable accommodations to people with disabilities.

**B. Waiting List Management**

**\*This section has been affected by HUD COVID Waiver: PH & HCV – 7. See appendix IV for further details.**

- 1. MHA maintains a waiting list for its Public Housing Program which does not include mixed-finance development. The privately managed sites maintain their own waiting list.

**C. The Waiting List**

1. Timing

- a) MHA may elect to open the waiting list periodically or if there are insufficient applicants for a housing program, bedroom size, or unit type (e.g., general occupancy, elderly designated buildings).
- b) The beginning and ending dates of the waiting list's open registration

period will be advertised through a public notice in various media platforms including but not limited to: the local newspapers, MHA website and social media outlets for reaching all segments of the community and providing notice.

- c) Decisions about closing the waiting list will be based on the number of applications available for a size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.
- d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

## 2. Submission of Applications

- a) People interested in applying for the programs offered by MHA may do so during open registration periods.
- b) MHA may limit the number of applications to be placed on the waiting list, based on MHA's projection of ready units and other relevant data.
- c) Applications will be available on-line through the MHA's website during the open registration period.
- d) At the time of application, the head of household of the family must be 18 years of age or older, or older or have been emancipated by a court of competent jurisdiction.
- e) MHA's application for admission may request the following information: family composition, income, social security numbers, immigration status, race, ethnicity, and date of birth.
- f) Applications are nontransferable except under the following circumstances:
  - 1. In case of dissolution of marriage or family disputes, MHA will abide by the court's determination on whom shall assume the head of household on the application.
  - 2. If the head of household is deceased prior to or during the application process, one of the remaining adult family members on the application will automatically become the head of household, provided such person meets all eligibility requirements. In circumstances where there is more than one (1) surviving adult family member, the family shall determine which surviving family member should be head of household if they are part of the original application.
  - 3. In addition to the desires of the family, MHA will consider the interest of disabled or elderly family members, victims of domestic violence, dating violence, sexual assault or stalking, and any instance of actual threatened physical violence.

### 3. Position on the Waiting List

- a) Placement on the waiting list does not indicate that the applicant is eligible for admission or that the applicant will receive a housing offer.

### 4. Movement on the Waiting List

- a) Each applicant moves up the waiting list in ranking number sequence and based on applicable admission preference and type and size of unit required.
- b) When an applicant reaches the top of the waiting list, the applicant's information will be verified, including applicable admission preference, to determine applicant's eligibility. An applicant failing to provide applicable verification of admission preference will not be eligible for that preference and will be restored to the general waiting list.

### 5. Removal from the waiting list:

- a) The head of household must have the capacity under state and local law to enter into a legally binding lease agreement, where the tenant is bound by the terms of the Lease, otherwise, the family will be removed from the waiting list.
- b) The applicant family requests to be removed from the waiting list.
- c) Applicant families whose mail is returned by the post office or who do not respond to notices of scheduled appointments or to correspondence will be removed from the waiting list. Applicant families removed, for these reasons from the waiting list are provided with the right to request an informal review in accordance with Section XVII of this ACOP. Applicants are not entitled to a resident Grievance process.
- d) Applicant families determined ineligible for housing assistance will be notified in writing, including the reason for the determination. Ineligible applicants shall be provided an opportunity for an informal review, if requested, within 10 days of the notice.
- e) If the applicant family fails to respond to a housing offer or refuses the housing offer, the applicant family will be removed from the waiting list, notified in writing, and provided an opportunity to request an informal review, if requested, within 2 days of the notice.
- f) If the applicant family accepts a housing offer and signs the Public Housing Dwelling Lease,
- g) If the applicant family accepted the housing offer and does not attend or reschedule the appointment to sign the Public Housing Dwelling Lease. As a result, the applicant family notified in writing, and provided an opportunity to request an informal review within 5 days of the notice.

- h) Applicant families whose applications are withdrawn or rejected may reapply for housing when the waiting list is opened.
- i) All rejected applicants are entitled to a written explanation of the reason for their rejection and may request an informal review within 5 days of the notice. At the informal review, rejected applicants may present reasons why they should be reinstated to the waiting list.
- j) Families whose application is withdrawn for refusing a unit without good cause may re-apply in 12 months.

## 6. Reinstatement on the Waiting List

### a) Reasonable Accommodations

Applicant families who refused the housing offer due to a disability may request a reasonable accommodation in accordance with the Reasonable Accommodation Policies and Procedures (Appendix II of this ACOP). Upon approval of the reasonable accommodation request, the applicant family shall be returned to the applicant's former waiting list position.

### b) Informal Reviews

When MHA's designated staff overturns the decision to remove the applicant family from the waiting list, the applicant family shall be returned to the applicant's former waiting list position.

## **D. Factors Affecting Selection from the Waiting List**

Several factors may affect how applicants are selected. These factors are described below:

1. The need for units complying with the Uniform Federal Accessibility Standards (UFAS) or units with accessible features.
  - a) Transfers of residents with disabilities and placement of applicants with disabilities requiring units complying with UFAS or units with accessible features (as defined in Appendix I of this ACOP, will be approved in accordance with the Reasonable Accommodation Policies and Procedures (Appendix II of this ACOP), through MHA.
  - b) When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant accessible unit and who is otherwise occupying a unit not having those features.
  - c) If there are no current residents in the same development who require the accessibility features, then the vacant accessible unit will be offered to a resident with disabilities from another development that requires the accessibility features.
  - d) If there are no current residents who require the accessibility features of the vacant accessible unit, then the vacant accessible unit will be offered to the next eligible qualified applicant with disabilities on the waiting list.

- e) If there are no eligible qualified residents or applicants with disabilities on the waiting list who wish to reside in the available accessible unit, then the unit will be offered to an applicant on the waiting list who does not need the accessible features of the unit. The Public Housing Dwelling Lease requires residents to relocate to a vacant non-accessible unit within 30 days of date written on the notification from the Property Manager, if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.

## 2. Resident Transfers (Refer to Section XXIII)

MHA will also offer units (including Public Housing units in mixed finance developments) to existing qualified residents on the transfer list. Emergencies, reasonable accommodation, and occupancy standards transfers are processed before new admissions.

## 3. Elderly Designated Housing

Elderly families (see definition in Appendix I) from the Public Housing waiting list receive priority for admission to units or buildings covered by HUD-approved Elderly Designated Housing Plan. When there are insufficient elderly families, MHA may grant near-elderly families (see definition in Appendix I) priority for admission to these units or buildings or reopen the waiting list to receive applications for this type of elderly unit designation.

## 4. Admission Preferences

MHA may adopt admission preferences for selection of families admitted to the public housing program based on admission housing needs and priorities as determined by MHA. Admission preferences are subject to the specific admission preference being indicated in the housing application. Applicants requesting an admission preference should be properly coded in the waiting list.

MHA will not hold its units vacant for applicants with an admission preference, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with a preference.

### a) Veterans

1. MHA, at its sole discretion, will provide an admission preference over new admissions to applicants whose head or co-head are eligible veterans. The veteran status extends to spouses, widows, widowers and parents of the military killed during a time of war.

A veteran is a person who:

1. had at least 180 days of regular active duties and was honorably discharged or released; or
2. had at least 90 days of active-duty service, of which at least one (1) day of service was in a war conflict and was honorably discharged or released; or
3. served in a war conflict and was awarded a Purple Heart or became disabled, regardless of completion of days of active duty.

2. Applicants claiming a veteran's preference must provide a copy military service record, proof of service, or the discharge documents (Form DD214) of the veteran for whom the preference is claimed.

b) VAWA (Violence Against Women's Act)

c) Education

d) Displacement:

e) Elderly/Persons with Disabilities

#### 5. Changes in Admission Preference Status:

1. Occasionally, families on the waiting list who did not qualify for an admission preference at the time they applied for rental assistance will experience a change in circumstances that now qualifies them for a preference. In such instances:
  - (a) It is the family's responsibility to notify MHA.
  - (b) The record will be updated for families certifying that they now qualify for an admission preference on the waiting list in accordance with their electronic randomly sorted ranking and their applicable preference(s).
2. Applicants failing to provide verification of their admission preference status at initial eligibility screening will not be eligible for the admission preference and will be restored to the general waiting list for selection in accordance with the movement on the waiting list.
3. Applicants determined ineligible for the requested admission preference will be notified of their ineligibility and shall be provided an opportunity for an informal review if requested within 10 days of the written notice.
4. Although the ranking preferences have several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Elderly preferences does not rank any higher than a family that has only one member qualifying for the Elderly preference.



## **E. Closing the Waiting List**

1. MHA may elect to dissolve the waiting list periodically or as needed. Notwithstanding the dissolution of the waiting list, applicants who were selected from the waiting list and are pending a unit offer will continue to be processed by MHA.
2. The applicant family will not be offered a unit under the dissolved waiting list under the following circumstances:
  - a) The applicant family that was selected and scheduled for initial interview but did not attend.
  - b) The applicant family refused a housing offer without good cause (see Appendix I – Definitions of this ACOP).

## **III. Eligibility for Admission and Assignment Plan**

### **A. Requirements for Admission**

1. An applicant is qualified if they meet all the following criteria:
  - a) Is a family, as defined in Appendix I of this ACOP;
  - b) Meets HUD requirements on citizenship or immigration status;
  - c) Is within HUD's established income limits;
  - d) Provides documentation of Social Security numbers for all family members, except for those individuals who do not contend that they have eligible immigration status;
  - e) Provides documentation validating identity of each adult or emancipated minor; and
  - f) Meets the Applicant Selection Criteria.
2. MHA will inquire into the criminal history of all an applicant's household members 18 years of age and, older criminal history on an application and require applicants to disclose facts or details of conviction history. MHA may also perform criminal background screenings in its continued occupancy process as deemed necessary and for new additions to the household, age 18 and over.

### 3. Verification of Identity

a) Required documentation validating the identity of each adult or emancipated minor:

1. State issued driver's license (current and unexpired), or
2. State issued identification card (issued within the last ten (10) years);
3. U.S. passport (current and unexpired);
4. US issued immigration verification documents that contain a picture of individual (issued within the last ten (10) years);
5. Military identification card; and
6. Other documents as may be required by HUD.

### 4. Changes to Family or Household Composition

Changes to the family or household composition shall be considered and documented at the time the changes below occur.

a) Addition to the Family

Requests for additions to the family composition must be made in writing by the head of household and are restricted to:

b). Spouses, co-heads, or domestic partners (see definition of Family in Appendix I of this ACOP), children born to, adopted, or otherwise granted custody by operation by law.

1) MHA will require documentation that the head of household has authorization to include a minor as part of the household.

2) Documentation to add a minor can include but is not limited to court documents, pre-need guardian, school records, parent or custodian's written consent, other state and federal public assistance documentation, or power of attorney.

c). Immediate relatives (sons, daughters, brothers, sisters, parents, grandparents and grandchildren) may be added by reasonable accommodation on a case- by-case basis and approved by the division director or designee.

d). MHA will perform criminal background screenings for new additions to the household age 18 and over.

### 5. Removals from the Family Composition:

a) Any adult family member requesting to be removed from the family composition must provide a statement agreeing to the removal, signed by ' the head of household.

b) Addition to the Household Composition

5. Foster Children and Foster Adults

- a) A foster child is a child that is in the legal guardianship or custody of a state, or foster care agency, yet is cared for by foster parents in their own homes, under short-term or long-term foster care arrangement with the custodial agency.
  - b) A foster adult are usually persons with disabilities, unrelated to the tenant family, who is unable to live alone.
  - c) Foster children and foster adults living with an applicant of resident are considered household members but not family members. The income of foster children and foster adults are not counted as part of the family's annual income and dependent deductions may not be claimed.
  - d) MHA will require documentation that the head of household has been granted legal guardianship or custody of a foster child or foster adult.
6. MHA must approve a live-in aide, if needed as a reasonable accommodation request, to make the program accessible to and usable by the head of household or family member with a disability. For the Live-in Aide Request and Verification forms, refer to Appendix II of this ACOP,

Reasonable Accommodation Policies and Procedures.

- (a) A live-in aide is a household member, not a family member. The income of the live-in aide is not counted as part of the family's annual income.
- (b) Any individual selected by the family member with disability to be the live-in aide must comply with the following criteria:
  - 1. The physician must verify the need for a live-in aide.
  - 2. The live-in aide must live in the unit solely to care for the disabled individual.
  - 3. The live-in aide does not qualify for continued occupancy as a remaining family member and does not have any rights to the unit.
  - 4. The live-in aide, head of household, and family members must maintain separate finances.
- (c) The live-in aide must pass a background check.
- (d) The head of household and the live-in aide must sign the *Live-in Aide Certification* initially and annually (as part of the annual reexamination of the family).
- (e) The head of household and live-in aide must sign a *Live-in Aide Agreement* which shall become part of the addendum to the resident's lease.

- (f) The live-in aide must agree to move-out out of the unit should the disabled resident, no longer resides in the unit or passes away. In such circumstances, the Property Manager provides notice for live-in aide to vacate the premises within 30 days. Upon termination of the live-in aide's services for any other reason, the live-in aide shall vacate the unit within 24 hours.
- (g) On a case-by-case basis, relatives satisfying the definition of a live-in aide wanting to have remaining family status may be added to the family composition as a family member and not as a live-in aide. In such case, the relative's income will be part of the family's annual income.
- (h) An eligible live-in aide may be granted up to one (1) additional bedroom in accordance with the occupancy guidelines or standards. If live-in aide has family members that causes the resident to be underhoused, the live-in aide will be denied.
- (i) The live-in aide must provide the following documents as part of the admission process:
  - 1. Proof of identity
  - 2. Verification of birth date
  - 3. Social security number
  - 4. Proof of current residency
  - 5. Other documents as may be required by HUD.
- (j) The live-in aide will be asked to sign forms which include but is not limited to the following:
  - 1. *Authorization to Check Information*
  - 2. *Authorization to Obtain Criminal Background*
  - 3. *Authorization for the Release of Information/ Privacy Act Notice* (Form HUD-9886)
  - 4. *Debts Owed to Public Housing Agencies and Terminations* (Form HUD-5267)
  - 5. *What You Should Know About EIV* (Form by HUD)
  - 6. *Live-in Aide Certification*
  - 7. *Live-in Aide Agreement* (completed upon approval of the live-in aide)
- (k) HUD maintains a record of current participants and of debts owed and adverse information of former participants, which is available to housing authorities through the Enterprise Income Verification (EIV) system. MHA will verify information of the live-in aide through EIV for double subsidy, debt owed, and any record of a negative reason for their end of participation from another housing authority or program.
- (l) The live-in aide individual may be denied for the following reasons:
  - Failed to provide or sign required documentation to complete the admission process and/or failed to sign the *Live-in Certification*

or *Live- in Aide Agreement* forms.

- Committed fraud, bribery or any other corrupt or criminal act about any federal housing program.
- Has been living in the subsidized unit as an unauthorized occupant/boarder.
- Has engaged in criminal activity as detailed in this ACOP.
- Owes rent or other amounts to the public housing agency (PHA) in connection with Section 8 or public housing assistance.
- Lifetime sex offender
- Has family members that will cause the resident to be underhoused.

## 7. Mandatory Social Security Numbers

Effective January 31, 2010, all members of the household, **except those that do not contend eligible immigration status**, must provide appropriate documentation of their Social Security Number (SSN) before the household member is admitted into the program. According to the provisions published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding SSN.

### a) Disclosure requirement for applicants

- (1) At the time applicant's eligibility is determined, each applicant must submit: 1) the complete and accurate SSN for each member of the applicant's household, and 2) the required documentation to verify each SSN.
- (2) If at the time of eligibility, the documents to verify the SSN for each family member cannot be submitted and the applicant is otherwise eligible, the applicant may retain their place on the waiting list for the program, but cannot become a program participant until the required document to confirm the SSN is provided, unless the following condition applies:
  - a. If a child under the age of six (6) has not been assigned a SSN and is being added to the application within six (6) months of admission date, the applicant family may provide the complete and accurate SSN and required verification within 90 calendar days of the date of admission. MHA must grant an extension of one additional 90-day period if MHA determines that the resident's failure to comply was due to unforeseen circumstances or circumstances outside the control of the applicant.

b) Residents

(1) Initial Disclosure: Each resident whose initial determination of eligibility began before January 31, 2010, except for those age 62 or older as of January 31, 2010, must submit a complete and accurate SSN and documentation to verify the SSN if the participant has:

- (a) not previously disclosed a SSN;
- (b) previously disclosed a SSN that HUD or the Social Security Administration (SSA) determined was invalid; or
- (c) been issued a new SSN.

(2) Subsequent Disclosure:

- (a) The complete and accurate SSN and verification is required for a new adult member regardless of age that has an assigned SSN at the time of request, at the time of processing the addition to household, at the next interim or annual reexamination.
- (b) If a child under the age of six (6) has not been assigned a SSN, the head of household will be required to provide the complete and accurate SSN and verification within 90 calendar days of the child being added to the household.

c) Verification of SSNs

One of the following documents must be submitted to confirm SSN:

- 1. A valid SSN card issued by the SSA, or
- 2. An original document from a federal or state government agency that contains the individual's name and SSN, along with identifying information for the individual (i.e., address, date of birth, etc.)

Referral sources for applicants and participants who need to request a SSN or information: Information regarding SSN cards is available at [www.socialsecurity.gov](http://www.socialsecurity.gov) or 1-800-772-1213.

d) Time frame to submit documents to confirm the SSN:

- (1) Applicants: Applicants may be given up to 90 days, or 120 days for applicants 62 years or older, to submit documents confirming each household member's SSN.

- (2) Program Participants: Next annual or interim reexamination or within 90 days of request date, or 120 days for participants 62 years or older.

MHA may grant additional time up to 90 days, only if there are unforeseen circumstances beyond the family's control that prevents the family from complying with the SSN requirements.

e) Resident's Penalties for failing to disclose and verify SSN

MHA must terminate the assistance or the tenancy, or both, of the family if any member does not meet the applicable SSN disclosure, documentation, and verification requirements. MHA, at its sole discretion, may defer termination and provide resident with an additional 90 calendar days to disclose, document, and verify the SSN if the following applies (24 CFR § 5.218(c)(2)):

- 1) Resident did not meet the applicable SSN disclosure, documentation, and verification requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the resident; and
- 2) There is a reasonable likelihood that the resident will be able to disclose a SSN by the deadline.

Failure of the resident to disclose a SSN by the end date of the additional 90 calendar days, if provided, will result in termination of the assistance or tenancy, or both, of the participant and the participant's household.

## 8. Citizenship or Eligible Immigration Status

To determine each family's eligibility for full assistance or prorated assistance, MHA is required to verify the citizenship and/or immigration status of each individual family member, unless they state they do not contend that they have eligible immigration status. Details of the requirements are described below.

- a) There are four (4) categories of citizenship/immigration status:
  - (1) Eligible citizen
  - (2) Eligible noncitizen
  - (3) Ineligible noncitizen
  - (4) Pending Verification
- b) The *Declaration of Citizenship or Eligible Immigration Status Certification and Verification Consent, Acknowledgement Receipt of Notice of Section 214 Requirements* form must be signed by all family members (or by parent or guardian if family member is a minor). Documents to verify citizenship or immigration status may be required as indicated below.
  1. A citizen/national may submit one of the following documents:
    - a. U.S. Passport
    - b. U.S. Birth Certificate
    - c. Puerto Rican Birth Certificate (will only be accepted if issued after

July 1, 2010)

- d. Certificate of Citizenship
- e. Naturalization Certificate
- f. Voter's Registration
- g. Other documents as may be required by HUD

2. Permanent residents: Permanent Resident Card (Form I-551), also known as the "Green Card".

- a) Asylees: Asylum Approval Notice, Employment Authorization Document (EAD), or Arrival-Departure Record (Form I-94), along with government-issued ID card with photo.
- b) Refugees: Refugee Approval Notice or Employment Authorization Document (EAD).
- c) For non-citizens 62 years of age and older receiving assistance under a covered program on September 30, 1996 or applying for assistance after that date, a signed declaration of eligible immigration status and proof of age is required.

9. A victim under the Violence Against Women Act

(VAWA) may claim a "satisfactory immigration status" when applying for assistance or continued assistance (PIH Notice 2017-02). Evidence that an individual is a self-petitioner includes one of the following:

- a. INS Form I-360 VAWA self-petition
  - a. INS Form I-130 family-based visa petition
  - b. INS Form I-360 self-indicating
  - c. INS Form I-797 Notice of Action indicating (a) receipt of the I-130 or I-360 petition by DHS, (b) a prima facie determination, or (c) approval of the I-360 or I-130 petition by DHS

10. Documents must be current and unexpired.

11. Declaration of Ineligible Immigration Status: An individual may admit to having an ineligible immigration status. The family must identify in writing which family member does not contend to have eligible immigration status.

12. Declaration of Ineligible Immigration Status: An individual may admit to having an ineligible immigration status. The family must identify in writing which family member does not contend to have eligible immigration status.

13. Mixed Families

A mixed family is composed of both eligible and ineligible members and must be provided prorated assistance per 24 CFR § 5.520(d) effective April 7, 2016, unless eligible for continued assistance or temporary deferral of termination of assistance.



## 1. Continued Assistance

A mixed family may receive full housing assistance if they meet all the following conditions:

- a) The family was receiving assistance under a Section 214 covered program on June 19, 1995, which is when the Noncitizens rule became effective.
- b) The head of household, the spouse, or co-head has eligible immigration status (24 CFR § 5.506).
- c) The family does not include any person without eligible immigration status other than the Head of Household, spouse, co-head, and parents or children of the Head, spouse, or co-head.

A family granted continued assistance before November 29, 1996 is entitled to receive non-prorated assistance. A family granted assistance after November 29, 1996 must receive prorated assistance (24 CFR § 5.520(d)).

### (2) Temporary Deferral of Termination of Assistance

If a mixed family qualifies for prorated assistance (and does not qualify for continued assistance), but decides not to accept prorated assistance, or if a family has no members with eligible immigration status, the family may be eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for the orderly transition of those family members with ineligible status, and any other family members involved, to other affordable housing (see 24 CFR § 5.218(b)).

d) Documentation proving citizenship or eligible immigration status must be provided to MHA within ten (10) business days. MHA may extend the submission period, which shall not exceed 30 days.

e) Family members that are ineligible noncitizens are required to submit evidence of changes in immigration status, while receiving prorated assistance under the program.

f) MHA shall verify with United States Department of Homeland Security (DHS) through primary, and if necessary, secondary verifications of the immigration status for each family member as follows:

- (1) Primary Verification: The DHS Systematic Alien Verification for Entitlements (SAVE) system provides automated immigration status. This must be done as part of the applicant eligibility process or additions to households.

- (2) Secondary Verification: If primary verification is unsuccessful and the family member has disclosed eligible immigration status and presents valid immigration documents, a secondary verification must immediately be done. This consists of mailing a DHS form with copies of the immigration documents.
- g) Pending Verification of immigration status: When the primary or secondary verification of immigration status that was timely submitted has not been received. Also, when an appeal by the individual with DHS is pending.
- h) Once the applicant or participant has provided the immigration documents, MHA may not deny, delay or terminate assistance solely on the basis that the primary or secondary verification of the immigration status has not been completed.
- i) In circumstances where DHS has not verified eligibility, the family will be provided with a written notice that shall include:
  - (1) That the family has a right to request an appeal to DHS of the results of the verification of immigration status;
  - (2) That the family has the right to request an informal hearing with MHA upon completion of the DHS appeal. Such a hearing shall be held in accordance with the Grievance and Appeal Policy of this ACOP.
  - (3) That housing assistance may not be denied or terminated until the conclusion of the DHS or MHA appeal process; and
  - (4) Notification of the type of assistance for which the family may be eligible (continued assistance, temporary deferral of assistance or pro- ration of assistance).

## **B. Deconcentration Policy**

It is the MHA's policy to provide for the deconcentration of poverty in conjunction with fair housing and HUD regulations. To accomplish this, it is the MHA's intent to encourage income mixing with the goal of bringing higher income families into lower income developments and lower income tenants into higher income developments. MHA has established the following processes in its efforts to achieve this deconcentration of poverty in public housing:

1. MHA has included in its ACOP and Agency Plan the establishment of a flat rent schedule in an effort to attract high income families'.
2. MHA will explore efforts to demolish and/or renovate obsolete units at some of its scattered site

developments. These improvements would allow MHA to offer vouchers or certificates and to encourage efforts of a homeownership program to attract higher income families; and

3.MHA will densify its developments to make the more marketable and safer communities in our efforts to deconcentrate poverty.

### **C. Income Limit and Income Targeting Requirements**

#### **a) Income Limit Requirements**

The Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743- F-03) effective April 7, 2016, regarding the definition of extremely low income.

HUD annually publishes income limits, adjusted according to family size, to determine the eligibility of applicant families for admission into the Public Housing program, as summarized below:

- Extremely Low-Income family is defined “as a very low-income family” whose annual income does not exceed the higher of the poverty guidelines established by the Department of Health and Human Services (HHS) or thirty (30) percent of the median family income for Shelby County. The poverty guidelines are established by HHS on an annual basis.
- Very low-income families are defined as families whose incomes do not exceed 50 percent of the median family income for Shelby County.
- Low-income families are defined as families whose incomes do not exceed 80 percent of the median family income for Shelby County.

#### **b) Income Targeting Requirements**

- 1) MHA is required by HUD to meet income targeting provisions (24 CFR § 960.202) to guarantee a share of available public housing units for extremely low-income applicant families. HUD income targeting requirements for the Public Housing Program as indicated below, or as may be amended by HUD:
- 2) Local Preference: Non-Revitalized Developments there is one local preference in effect based on ranges of income applicable to all developments except those constructed on the former site of Lemoyne Gardens, and other revitalized developments or newly acquired developments. Under the MHA-wide system, applicants will be grouped as follows:
  - a) Tier I: Families with incomes between 0% and 30% of area median income (this group must constitute at least 40% of all admissions in any year) at least 40% of all applicants admitted in any year must be applicants from Tier I. This is a requirement of the Quality Housing and Work Responsibility Act of 1998.
  - b) Tier II: Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).

- 3) Local Preference: Revitalized Developments there is a different local preference based on ranges of income applicable to the revitalized developments constructed on the former Lemoyne Gardens site as follows or any other revitalized or newly acquired developments:

**Elderly Buildings**

- Tier I: Elderly and near elderly families with incomes between 0% and 30% of area median income (this group must constitute at least 40% of all admissions in any year);
- Tier II: Elderly and near elderly families with incomes between 31% and 60% of area median income (the target for this group is 60% of all admissions in any year).

**Family Buildings**

- Tier I: Families with incomes between 0% and 30% of area median income (this group must constitute at least 40% of all admissions in any year);
- Tier II: Families with incomes between 31% and 60% of area median income (the target for this group is 10% of all admissions in any year); and
- Tier III: Families with incomes between 61% and 80% of area median income (the target for this group is 50% of all admissions in any year).

- 4) Transfers are not included in income targeting requirements

## **D. Interviews and Verification Process**

1. As applicants approach the top of the waiting list, they will be contacted by mail and scheduled for an eligibility interview to commence their screening. If required, the applicant may be contacted to update information. Applications will be withdrawn if an applicant fails to attend a scheduled interview. MHA will make an exception for those people with a disability requiring a reasonable accommodation as described in MHA's Reasonable Accommodation Policy and Procedures, Appendix II of this ACOP.
2. The following items will be verified to determine qualification for admission to the Public Housing program prior to obtaining written consent authorizing a criminal background check:
  - Identity of each adult or emancipated minor household member
  - Family composition and type (Elderly/Disabled/near elderly /non-elderly)
  - Annual Income
  - Assets and Asset Income
  - Deductions from Income
  - Admission preferences
  - Social security numbers of all family members
  - Applicant Screening Information
  - Citizenship or eligible immigration status
  - Current landlord references
  - Debts owed to a public housing authority and termination of assisted housing

- through HUD's Enterprise Income Verification (EIV) system
- Housing assistance (avoiding double subsidy) by a public housing authority through HUD's Enterprise Income Verification (EIV) system
- Public Records (eviction history)
- Criminal Background Check

3. Enterprise Income Verification (EIV) at the time of admission, MHA will verify information of each household member through EIV for:

a) Double Subsidy

If during the eligibility process, EIV shows that a family or any household member is receiving subsidy from another housing authority (i.e., shown as residing in another housing authority or program), the family or household member must show documentation of intent to vacate from the other housing authority or program before approval for admission. MHA may provide up to 30 days for the family or household member to show proof of intent to vacate from the other housing or program.

Assistance will be denied if the applicant or participant does not provide proof that they have moved from another housing authority or program before the expiration of the 30 days. A 30-day extension to show intent to vacate or termination of tenancy documentation may be provided in extenuating circumstances and upon good cause (see Appendix I – Definitions of this ACOP).

b) Debt Owed

If the EIV information shows that a family or household member was a former MHA tenant, left a debt after moving from another housing authority or program, or was terminated for adverse reason(s), the family will be responsible for clearing the debt or termination information within 30 calendar days. Assistance will be denied if the family cannot or does not provide proof of debt cancellation or reversal of the termination prior to the expiration of the 30 calendar days.

MHA will verify through EIV whether the applicant is receiving or will potentially receive a double subsidy, owes a debt to another housing authority or program, or whether a prior termination has not been cleared. The family has the right to dispute information obtained from EIV.

4. Applicants reporting zero (0) income will be asked to complete the *Monthly Family Expense* and *Income Contribution* forms to document how much they spend on food, transportation, health care, childcare, debts, household items, etc. They will also be asked to provide the source of income for these expenses. If a contribution is used to cover expenses; the contributor must submit a signed written statement as documentation.

5. Applicant Interview Process

Each eligibility interview appointment letter must include a list of all the documents required by MHA at the interview.

a) To the greatest extent possible, eligibility interviews are conducted in privacy.

- b) Reasonable accommodations will be provided for people with disabilities who may require special services.
- c) Original documents such as birth certificates, social security numbers, pay stubs, and receipts will be reviewed, photocopied, and included in the applicant's file.

During the applicant's interview, the eligibility interviewer will compare information received with past information stated on the application. If any discrepancy occurs, the applicant will be questioned and may be asked to submit additional documentation.

- d) Applicants failing to submit (1) required documents at the time of the interview or (2) being requested to provide additional documentation will be given a checklist of missing or needed documents to provide them within three (3) business days of the interview. Additional time may be provided if the applicant failed to submit documentation for good cause (see Appendix I – Definitions of this ACOP) or if approved by the Division Director or designee.
- e) The applicant family must complete all applicable information spaces on the *Initial Occupancy Application*. Misrepresentation of income, family composition or any other information affecting eligibility and selection criteria will result in the family being declared ineligible. In the event fraud is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility requirements at the time.
- f) After MHA has reviewed all information with the applicant at the time of eligibility interview, all adult family members (see definition in Appendix I of this ACOP), are required to sign the necessary forms such as the *Authorization to Release Information*, prior to conducting background checks.

## 6. Initial Occupancy Application

The Initial Occupancy Application is a personal statement of information required to evaluate the eligibility for selection of the applicant. Information required on the Initial Occupancy Application relates to the following:

- Household composition
- Admission preferences (if applicable)
- Emergency contacts
- Family income
- Family assets
- Child-care expenses
- Disability assistance expenses
- Medical expenses

## 7. Third Party Verifications

- a) MHA will comply with the most recent HUD guidance on verification requirements. Verification of Social Security and Supplemental Security Income benefits, as

Level	Verification Technique	Ranking
6	<b>Upfront Income Verification UIV)</b> , using HUD's Enterprise Income Verification (EIV) system and the <b>Income Validation Tool (IVT)</b> (not available for income verifications of new applicants)	<b>Highest</b> (Mandatory)
5	<b>Upfront Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional)
4	<b>Written Third Party Verification</b>	<b>High</b> (Mandatory to supplement EIV reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute.)
3	<b>Written Third Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third party verification is not available)
1	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)

applicable, and any subsequent guidelines and regulations issued by HUD.

MHA will follow the verification hierarchy described in recent PIH Notice 2018-18:

**Note:** This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

- a) If Level 4 Written Verification is not available or acceptable, then Level 3 Written Verification will be requested. At least two (2) documented attempts must be made for written third party verification before obtaining oral (telephone or in-person) third party verifications. The file must document the attempts made to obtain third party verification.
- b) Level 2 oral verifications will be used when written verification is not obtained within ten (10) business days from the date that the written verification was mailed, faxed, or e-mailed directly to the independent source. Documentation shall be placed in the applicant or resident file and on MHA's computer system notes and shall indicate the name(s) of the person(s) who provided the information and date of the communication, as well as the name of the staff person who obtained the information.
- c) If oral third-party verification cannot be obtained, MHA must document in the file the reason(s) the third-party verification was not available.

- d) Level 1 tenant certifications will only be used as a last resort when all other verifications are not possible. When MHA relies on applicant/tenant certification (notarized statement, written statement witnessed by the MHA representative or affidavit), the file must be documented as to the reason the third-party verification was not available.
- e) In support of the applicant/tenant's declaration of income, MHA may review original documents, authenticated copies, and/or electronic documents (unaltered) provided by the applicant or resident. All income related documents must be dated less than 60 days preceding the determination date (eligibility interview) and continues to be valid an additional 60 days following the request date. If income related documents expire, the applicant or resident will have to provide new documents. A photocopy will be placed in the file. Acceptable applicant or resident provided documents include:
- Consecutive and unaltered pay stubs;
  - Social Security Administration award letter;
  - Bank statements;
  - Pension benefit statements;
  - TANF award letter;
  - Other official and authentic documents from a Federal, State or local agency
- b) Value of Assets: Each asset must be analyzed to obtain its net value (market/face value less redemption cost). When verifying the value of assets, for example, a bank account, use the current balance for savings account and at least one current bank statement indicating the current balance or two (2) consecutive bank statements to calculate average balance for checking accounts. MHA will accept unaltered documents (bank statements) to verify assets from checking and savings accounts in lieu of obtaining written or oral third-party verifications, if the balance is less than \$5,000. MHA may also accept the Initial Occupancy Application as self-certification on assets less than \$5,000.
- c) Income from Assets: Based on the total net value of family assets. When the total value of assets is \$5,000 or less, MHA will use the actual amount of income from assets. If the only asset is an interest-bearing bank account, the actual income from the asset is the amount of interest earned shown in the last bank statement. When the total value of assets is over \$5,000, use the greater of:
- The actual amount of income from assets, or
  - The imputed income from assets based on the Savings National Rate in effect at the time, which is calculated by multiplying the total assets by the passbook savings rate established by MHA (PIH Notice 2012-29). The HUD form 50058 automatically calculates the passbook rate percentage value of the assets, compares it to the actual income, and picks the greater amount.
- d) If third party income verification is not otherwise available, a copy of the most recent federal income tax return shall be submitted, including any W-2 information, or at least two (2) consecutive pay stubs or earnings statements. As stated above, notarized statements, written statements witnessed by the MHA representative or affidavits are the least desirable forms of verifications and shall be accepted only when all other types of verification attempts have failed.



- e) MHA will conduct criminal background checks and sex offender registration checks on all household members (excluding juvenile records).
- f) If MHA discovers the family has a history of failure to comply with lease terms under previous landlords or fails the background check, such shall result in removal from the waiting list, withdrawal of an offer, or termination of assistance.
- g) Prior to initial certification, applicants shall be informed that MHA will subsequently verify the family's income information they have provided MHA through HUD's Enterprise Income Verification (EIV) system. EIV is a computer matching program that compares the income provided by the resident against income information supplied by state agencies on wages, unemployment compensation, and Social Security benefits.
- h) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition, income or rent would result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- i) Uncollected child support will not be counted as income so long as the family provides document(s) demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court.
- j) Income from seasonal employment (i.e., school board employees, teachers, etc.) maybe calculated using one of the following methods:
  - (1) MHA currently recommends using the following method: Calculate average income based on anticipated changes for the upcoming year using verified historical evidence of past income fluctuations. This method would not require an interim re-examination at the time income decreases since such decreases would already be averaged into the anticipated annual amount.
  - (2) As an alternate method, MHA may annualize income by projecting the current monthly income for 12 months even if the current income is not expected to last the entire 12 months. Under this method, the family has the right to come in for an interim re-examination once the income decreases.

## **E. Applicant Selection Criteria**

1. It is MHA's policy that all applicants shall be screened in accordance with HUD's regulations (24 CFR § 960) and sound management practices. During screening, MHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:
  - (a) pay rent and other charges (e.g., utility bills) as required by the lease in a timely manner;
  - (b) care for and avoid damaging the unit and common areas
  - (c) use facilities and equipment in a reasonable way

- (d) create no health, or safety hazards, and to report maintenance needs
  - (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in any drug-related criminal activity; and
  - (g) comply with necessary and reasonable rules and program requirements of HUD and MHA.
2. How MHA will check ability to comply with essential lease requirements:
- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's Procedure on Applicant Screening. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by MHA.
  - (b) The history of applicant conducts, and behavior must demonstrate that the applicant family can reasonably be expected not to:
    - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [24 CFR § 960.203(c)]
    - (ii) Adversely affect the physical environment or financial stability of the project; [24 CFR § 960.203(c)(1)]
    - (iii) Violate the terms and conditions of the lease; [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
    - (iv) Require services from MHA staff that would alter the fundamental nature of MHA's program. [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
  - (c) MHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. [24 CFR § 960.259(c)]
  - (d) MHA may complete a credit check and a rental history check on all applicants. If a credit check is deemed necessary, MHA will pay attention to the applicant's history of rental payment as opposed to payment history generally.
  - (e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant for unpaid balances owed to MHA by the applicant for any affordable housing program. MHA expects these balances to be paid in full before initiating the full screening process. MHA will not admit families who owe back balances. [See 24 CFR § 960.203(c)(1)]
  - (f) MHA will complete a criminal background check for a period of three years preceding consideration for admission on all applicants and family members 18 years of age or older or any member for whom criminal records are available. MHA will deny admission to any applicant household with one or more members who, within the three years preceding consideration for admission, has been evicted from federally assisted housing for drug-related criminal activity. [24 CFR §§ 960.203 – 960.205]

- (g) MHA will deny admission for a period of three years preceding consideration for admission on all applicants whose lease was terminated.

## **F. Denial of Assistance for Applicants**

MHA will use local and national databases to perform criminal background checks (not including juvenile records) and sex offender registration checks for applicants and additions to households who are 18 years of age and older. MHA will conduct such checks on household members who are younger than 18 years only if they are being tried as adults for certain criminal offenses.

MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period, three years prior to admission. For non-violent offenses (See appendix I Definitions), MHA reserves the right to review the applicant's probation and parole sentence on a case-by-case basis.

In determining whether to deny or terminate assistance, MHA may take such action if the preponderance of evidence indicates that a family member has engaged in such activity. The fact of an arrest record alone is not a reliable basis upon which to establish a preponderance of arrest.

If MHA uses a criminal record report as the basis to deny assistance, MHA will provide the applicant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.

1. MHA will deny admission to any household member that has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine.
2. MHA will deny admission to any household member who has been convicted of drug-related or violent criminal activity within the past three years.
3. MHA will deny admissions to any household member is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household member is known to have lived.
4. MHA will deny admission if MHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
5. MHA will deny admissions if MHA has reasonable cause to believe that a household member has engaged, within the past three years, in any criminal activity, violent or non-violent activity that may threaten the health or safety of the other residents, property management staff or MHA employees or their contractors and agents.
6. MHA will deny admissions to any applicant that is currently on the MHA Authorization of Agency (AOA) list.

## **G. Mitigating Circumstances for Applicants**

Screening applicants who claim mitigating circumstances. Consideration of mitigating circumstances does not guarantee that the family will qualify for admission or continued occupancy.

1. If negative information is received about an applicant, MHA shall consider the time,

nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct. [24 CFR §960.203(d)] to be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

2. Mitigating circumstances<sup>15</sup> are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
3. If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. MHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
4. Examples of mitigating circumstances might include:
  - a. Evidence of successful rehabilitation;
  - b. Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - c. Evidence of successful and sustained modification of previous disqualifying behavior.
  - d. Evidence of complying with a local, state or federal offender reentry program.
  - e. Removal of Family Member- The applicant or resident may request removal of the offending family member from the family composition and the family member may not remain on the application nor reside in the Public Housing unit for the family to be assisted in the program.
5. If the offending family member(s) is not removed, then the entire family shall be recommended for denial of assistance from the Program. In circumstances where the offending family member is the head of household, the entire family shall be recommended for denial of assistance from the Program.

<sup>15</sup>The discussion of mitigating circumstance in this paragraph is applicable to all applicants. MHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.203(d).

## **H. Occupancy Guidelines**

Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under- utilization.

### Minimum and Maximum-Number-of-Persons-Per Unit Standard

Number of Bedrooms	Minimum Persons per Unit	Maximum Persons per Unit
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

1. Occupancy standards are applied at the initial certification, annual reexamination, or during authorization for transfer. For occupancy standards, an adult is 18 years old or older.
2. The unit standard must be applied consistently for all families of like size and composition.
3. The dwelling unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons.
4. A one (1) person family shall be allocated a zero (0) or one (1) bedroom unit, and spousal/domestic partners shall be allocated a one (1) bedroom sized unit.
5. A one (1) person family who has been awarded with joint custody of a minor will be granted a one (1) bedroom unit unless proof of primary residence for the minor is provided.
6. MHA will count a minor in the occupancy standard who is temporarily away from home because the minor has been placed in foster care, kinship care, or is away at school.
7. As shown in the above table, a maximum of two (2) persons per bedroom is the standard for the smallest unit a family may be offered, except in the following cases:
  - a. Children of opposite sex, over the age of three (3), may not be required to occupy the same bedroom or living/sleeping room;
  - b. A family that consists solely of a pregnant woman (with no other members) shall only be allocated a maximum of a one (1) bedroom unit.
  - c. A single head of household parent shall not be required to share a bedroom with a child over the age of three (3), although they may do so at the request of the family;
  - d. As a reasonable accommodation, an applicant or program participant family may be allowed a larger bedroom unit to accommodate a family member who

requires certain medical equipment (i.e., hospital bed) or for other verifiable reasons. A live-in aide may be assigned up to one (1) bedroom if approved as a reasonable accommodation. No additional bedrooms will be provided to accommodate the live-in aide's family members.

**8. Actual Unit Size Offered**

- a. The largest unit size that a family may be offered would provide no more than one (1) bedroom per family member, considering family size and composition.
- b. If a family opts for a smaller unit size than designated and does not exceed the maximum amount of people per bedroom size (two (2) persons per bedroom) and local codes, the family will be required to sign a statement agreeing to occupy the smaller unit assigned. They may not request a transfer within two (2) years after admission unless they have a change in family composition or because of a reasonable accommodation.

**I. Making Housing Offers to Eligible Applicants**

1. MHA makes public housing unit offers throughout Shelby County. Such an offer does not guarantee the availability of the unit.
2. To ensure equal opportunity and nondiscrimination on grounds of race, national or ethnic origin, color, sex, religion, age, disability, ancestry, status as a victim of domestic violence, dating violence, sexual assault or stalking, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income, the following procedures will be used to make unit offers:
  - In the selection of a family for a Uniform Accessibility Standards (UFAS) unit or a unit with accessible features, MHA will give preference to current residents and then to applicant families that include a person with disabilities who can benefit from the unit features.
  - Eligible applicants will receive a letter providing a housing offer; this housing offer must be accepted or refused within five (5) business days from the date of the letter. The acceptance or refusal of the housing offer must be brought in person to the development at which the unit is being offered.

**J. Showing Units to Applicants Prior to Leasing**

1. Upon receipt of a housing offer letter, an applicant can contact the Property Manager or designee to schedule an appointment to view the offered unit.

2. The applicant must accept or refuse the offered unit after it has been shown and must notify management in person and/or in writing within the timeframe specified in the housing offer letter.
3. If the applicant refuses the unit, the applicant must sign a statement explaining the reason for the refusal. MHA is then responsible for making the “good cause” determination.

#### **K. Good Cause for Applicant Refusal of Unit Offer**

If an applicant or resident does not accept the unit and presents clear evidence that acceptance of the offer of a suitable vacancy will result in undue hardship (see examples below) not related to federal, state, and local antidiscrimination laws regarding fair housing, the applicant will be entitled to another offer.

a. Examples of good cause for refusal of an offer of housing are:

1. The unit being offered to the applicant family is not ready for occupancy.
2. Hardship in retaining employment or attending specialty education, job training, or educational program for children with disabilities due to a lack of transportation, so that accepting the unit offer would require the adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of an educational program for children with disabilities.
3. The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family.
4. A victim of domestic violence, dating violence, sexual assault or stalking does not believe the unit is safe pursuant to 24 CFR §5.2005(e)(1)(iii). See Section XXIV Violence Against Women Act of this ACOP for additional details.
5. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.
6. The unit is inappropriate for the applicant’s disability, or the family does not need the accessible features in the unit offered and does not want to be subject to the 30-day notice to move.

7. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

b. If good cause is verified, the refusal of the offer shall not require the applicant to be removed from the waiting list or otherwise affect the family's position on the waiting list. The applicant will receive another housing offer upon unit availability.

## **L. Recordkeeping Requirements for Applicants**

In accordance with MHA's records retention policy, MHA will maintain records of the eligibility screening results and circumstances of each dwelling unit offered to an applicant, including the location of the unit, the offer date, and whether the offer was rejected or accepted. MHA may maintain records electronically.

1. Criminal records obtained by MHA must be:
  - a) Maintained confidentially;
  - b) Not misused or improperly disseminated; and
  - c) Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action.
2. Criminal penalty: The improper release of criminal records may result in conviction for a misdemeanor and imposition of a penalty.
  - a) Any person, including an officer, employee, or authorized representative of MHA or of any project owner, who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of, covered housing assistance under the authority of this section under false pretenses; or
  - b) Any person, including an officer, employee, or authorized representative of any PHA or a project owner, who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information.
3. Civil Liability: In addition to criminal penalties, MHA may be held civilly liable to any applicant or tenant affected by either of the following:
  - a) A negligent or knowing disclosure of criminal records information obtained under the authority of this section about such person by an officer, employee, or authorized representative of MHA, if the disclosure is not authorized by HUD's regulations; or
  - b) Any other negligent or knowing action that is inconsistent with HUD's regulations.



## **IV. Leasing**

### **A. General Leasing Procedures**

1. All units must be occupied pursuant to the MHA-approved dwelling lease agreement that complies with HUD's regulations.
2. Prior to admission, the Lease shall be signed by the head of household, spouse, domestic partner, co-head, and all other adult members of the household and the Property Manager or other authorized representative of MHA.
3. If a resident transfer from one MHA unit to another, a new lease must be executed by the head of household and all adult family members for the new dwelling unit.
4. If at any time during the life of the Lease Agreement, a change in the tenant's status results in the need for changing or amending any provision of the Lease either:
  - a. A new lease agreement will be executed, or
  - b. A Notice of Rent Adjustment will be executed, or
  - c. An appropriate rider will be prepared and made a part of the existing lease.
5. All copies of such riders or insertions are to be dated and signed by the resident and authorized representative of MHA.
6. Residents must advise MHA if they will be absent from the unit more than fourteen (14) consecutive days. Residents shall notify the Property Manager or designee in writing, secure the unit, and provide a means for MHA to contact them in an emergency. Failure to comply is grounds for termination of the Lease.
7. Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month. Rent should be paid in the management office or electronically if available. The late payment date may be extended upon written request for individuals who are 62 years of age or older, disabled, pension, or TANF recipients and who customarily receive their entitlement or pension checks after the 5th of the month. The resident must provide adequate documentation as to age, disability, pension, or TANF participation and date of receipt of funds after the 5th of the month. The extension must be reviewed and approved by the Property Manager. The extension will be in writing and can be for no more than three business days after the date established for receipt of funds.
8. Due to some Fire and Emergency limitations, MHA may recommend that tenants with

specific or acute mobility issues (non-ambulatory, significant physical mobility limitations) who seek to reside in the high-rise units, be placed on floors no higher than the seventh (7) floor of any high-rise unit. MHA management shall make all efforts to house all qualified applicants properly and safely and will endeavor to use reasonable accommodations to ensure safe housing in accordance with applicable guidelines.

## **B. Changes in the Household and Visitors**

Only those people listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit:

1. Any family seeking to add a new member to the household composition must notify the Property Manager or designee. The family must obtain written approval before the new member moves in, except for natural births to a family member or when a family member adopts or receives custody of children by the courts or other operations of law.
2. When a resident requests approval to add a new person to the Lease, MHA will conduct pre-admission screening, including criminal background (excluding juvenile records), eligible immigration status, and sex offender registration checks, of any proposed new member 18 years of age and over, to determine whether the MHA will grant such approval. MHA will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses. Minor children for whom juvenile justice records are not made available or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident needs prior approval from MHA to add children other than those born to, adopted by, or awarded by the court to the family. MHA may also conduct a credit check of any proposed new member 18 years of age and over if deemed necessary;
3. All persons listed on the most recent certification form and the Lease Agreement must use the dwelling unit as their sole residence. In cases of joint custody, where the families have 50-50 custody, the child shall live with both families as required by the court; however, the families must decide amongst themselves, and notify MHA, as to under which family's Lease the child shall be listed for reporting purposes.
4. Residents who fail to notify MHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease agreement. Such persons will be considered unauthorized occupants by MHA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)(3)]
5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on MHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Property Manager. Visits of more than three and less than fourteen days are permitted, provided they are reported to the Property Manager within 72 hours and

authorized by the Property Manager.

6. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. [24 CFR § 966.4 (f) (2)]
7. Residents will not be given permission to allow a former resident of MHA who has been evicted or terminated to occupy the unit for any period. Violation of this requirement is ground for termination of the lease.
8. Examples of situations where the addition of a family or household member is subject to pre-admission screening are:
  - a. Residents requesting to add their spouse, domestic partner, or new family member to the Lease;
  - b. Resident requesting to add a household member (e.g. live-in aide, foster adult or take in a foster children(ren)); or
  - c. A unit is occupied by a remaining family member(s) under age 18, who is not an emancipated minor, or an adult, not a part of the original household, requests permission to take over as the head of the household.
9. Removals from the Family Composition Residents (continuous assistance):
  - a. Any adult family member requesting to be removed from the family composition must sign a statement agreeing to the removal. If unable to sign the statement, then the head of household must sign the statement explaining why the family member is unable to sign the statement (death, jail order, etc.).
  - b. The statement must be accompanied by supporting documentation from different sources showing that the family member is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, or City government agency) properly dated (no more than two (2) months old), showing the new address. MHA may request additional documentation to verify the permanent relocation of the family member requesting removal.
  - c. For removal of minors, the head of household must provide a signed statement accompanied by supporting documentation showing that the minor is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, school records, custody records, etc. properly dated (no more than two (2) months old),

showing the new address.

- d. Notwithstanding the foregoing, a statement will not be required of an adult family member who has violated the terms of this ACOP, the Lease, and as a result must be removed from the household in lieu of evicting all members of the household. Examples include a member of the household who has engaged in domestic violence, dating violence, sexual assault or stalking.

10. Unauthorized Occupants/Boarders:

- a. Only authorized residents are permitted to use the unit as their private dwelling and shall not use it for any other purpose (24 CFR § 966.4 (f)(2) and (3).
  - b. In cases where MHA obtains sufficient evidence of unauthorized occupants/boarders (see Appendix I- Definitions) or users of the subsidized unit's address (e.g. in their driver's license, identification card or as a mailing address), if the finding is denied by the head of household, then the head of household will be required to provide a written statement accompanied by supporting documentation from different sources showing the residential address of the unauthorized occupant/boarder or user.
  - c. Supporting documentation to prove another residency may include a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, MHA or City government agency) properly dated (no more than two (2) months old), showing another address. The unauthorized person's driver's license or identification card may not be used as valid proof of residential address.
11. Family members over the age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the Lease.
12. The resident shall report the move-out within ten (10) calendar days of its occurrence.
13. Family members over the age of 17 or emancipated minors may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.
14. Residents who fail to notify MHA within 10 days of additions to the household, or who permit people to join the household without undergoing screen, are in violation of the Lease. People added without MHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.

**C. Posting Policies, Rules and Regulations at Housing Developments**

**\*This section has been affected by HUD COVID Waiver: PH – 10. See appendix IV for further details.**

The following documents shall be available in the waiting area of every housing development management office, and/or posted on a large bulletin board:

- Admission and Continued Occupancy Policies (ACOP)
- Applicant Selection and Assignment Plan (included in ACOP)
- Utility allowances
- *Public Housing Dwelling Lease*
- Current schedule of routine maintenance and other charges
- Grievance and Appeal Policy
- Fair Housing poster
- "Equal Opportunity in Employment is the Law" poster
- Emergency telephone numbers for after hours and weekends
- Reasonable Accommodation Policies and Procedures document
- *PHA Plan*

## **V. Repayment Agreement of Amounts Owed to MHA by Current Residents**

If it is in the best interest of MHA, MHA has the discretion to enter into repayment agreements with residents for amounts owed to MHA. If the resident intentionally incurred debt (i.e. rent back charge due to unreported income), the repayment agreement may be considered only under special circumstances upon approval of division director or designee. All repayment agreements must comply with the following requirements:

1. Standards for Repayment: If a repayment agreement is offered to a resident in lieu of full payment, it will be in writing and will be within the following guidelines:
  - a) The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income
  - b) The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.
  - c) Tenants have the option to repay the retroactive rent balance as follows:
    1. In a lump sum payment; or
    2. Monthly installment; or
    3. A combination of 1 and 2, above (For example, a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining balance of \$700.)
2. Exceptions:
  - a) Any terms allowing more time for repayment or for a lower initial payment must be approved by division director or designee.
  - b) Strict adherence to the terms of the repayment agreement by the participant is necessary; otherwise, benefits may be terminated in accordance with this ACOP.

- c) If the resident has not met the conditions of a repayment agreement the resident shall not be provided with another repayment agreement, unless approved by the MHA Chief Executive Officer or designee.

MHA's residents admitted to other programs such as the Section 8 Housing Choice Voucher, and Section 8 Project-Based programs managed by MHA, private managed or to another housing authority must repay outstanding balances owed. In such cases, repayment agreements are not authorized.

## **VI. Eligibility for Continued Occupancy and Annual Reexaminations**

### **A. Eligibility for Continued Occupancy**

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a "Family" as defined in Appendix I of this ACOP.
2. Are in good standing (Appendix I) full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members of all ages, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who follow MHA's minimum of eight (8) hours per month for a total of ninety- six (96) hours annually of Community Service Requirements.
6. Family's annual income does not exceed HUD's low-income limit for the family size or considered over-income according to parameters established by MHA (see Section C (5) below).

Residents not in compliance with these criteria are subject to lease termination and eviction.

### **B. Remaining Family Members**

1. To be considered the remaining member of a family, any person(s) remaining must meet all eligibility requirements.
2. Remaining family members age 18 years or older will be held responsible for any overdue amount incurred by the former head, co-head, or spouse. MHA will not hold remaining family members (other than the head, co-head, or spouse) responsible for any portion of the overdue amount incurred before the remaining member attained age 18.

3. Remaining family members under age 18 shall not be held responsible for the overdue rent incurred by the former head of household.
4. A live-in aide or foster child/adult, by definition, is not a member of the family and will not be qualified for continued occupancy as a remaining family member.
5. For (a) minor child(ren) to continue receiving assistance as (a) remaining member(s), one of the following must occur:
  - a) The court has awarded emancipated minor status to the minor;
  - b) MHA has verified that social services and/or the juvenile court has arranged for another adult to be brought into the assisted unit to care for the child(ren); or
  - c) MHA may allow for another adult to be a temporary head of household until legal guardianship is granted or a minor, at least 17 years of age, is emancipated or reaches age 18.
6. A reexamination will be conducted and appropriate changes to the bedroom size may be made at that time.

### **C. Reexamination**

1. Regular reexaminations: MHA shall, at least once a year, re-examine the incomes of all resident families.
2. New Reexamination Date Following Income Disregard: When a family begins participating in a job training program or working following a job training program and their income is disregarded in accordance with HUD requirements, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disregard beg
3. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual reexamination process. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, childcare, debts, household items, etc. Residents will then be asked how they pay for these items.

### **D. Reexamination Procedures**

**\*This section has been affected by HUD COVID Waiver: PH & HCV – 3. See appendix IV for further details.**

1. At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
2. Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. An Enterprise Income Verification (EIV) Report will be run on each family at recertification to help detect any unreported income, etc. [24 CFR § 5.210 et seq.; 24 CFR§ § 960.257 and 960.259]
3. Verified information will be analyzed and a determination made with respect to:
  - a. Eligibility of the resident as a family or as the remaining member of a family;
  - b. Unit size required for the family (using the Occupancy Guidelines); and
  - c. Rent the family should pay.
4. Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based past and anticipated employment. Residents with seasonal or part-time employment of a cyclic a nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
5. Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. [24 CFR Part 5, subpart B]
6. Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § 966.4 (c)(2)].

#### **E. Over-Income Families**

**\*This section has been affected by HUD COVID Waiver: PH – 13. See appendix IV for further details.**

MHA is adopting a policy to limit public housing assistance for over-income families based on the Housing Opportunity through Modernization Act (HOTMA) of 2016 and may further amend this policy upon publication of applicable regulations by HUD. HOTMA requires HUD to determine alternative rent options for over-income families who wish to remain in public housing through formal rulemaking. However, HUD has not published a final rule that implements this requirement, and MHA, therefore, is not able to calculate alternative rents. Once a final rule for alternative rents is implemented, this policy will be amended.

1. Families with an annual (gross) income exceeding 120 percent of the median income will be considered over-income and ineligible for housing under the Public Housing Program, unless they meet one of the following conditions:
  - Under a valid contract for participation in a Family Self-Sufficiency Program
  - Receiving earned income disallowance



2. Over-income families may be allowed to reside in this status for a maximum of 24 consecutive months in which they may experience an income decrease or vacate the unit.
3. At the end of the 24 consecutive months of being over-income, the agency must provide the family 30 days to find alternative housing and if the family does not vacate the unit within the 30-day period they will be issued a 30-Day Notice of Lease Termination.
4. At initial determination of a family being over-income, the family will be advised in writing of the following:
  - a. An over-income family may only remain in this status for 24 consecutive months.
  - b. If the over-income status, remains after 24 consecutive months, the family will be provided 30 days to vacate the unit.
5. After 12 months of initial determination, the family will undergo a family and income reexamination. If the family remains in over-income status, they will receive a second written notification advising the family of the remaining number of months before meeting the 24-consecutive month maximum.
6. At the end of the consecutive 24-month period, thirty (30) days will be provided to the family to find alternative housing if the family has not experienced a decrease in income that places the family income below the 120 percent of median income.
7. If the over-income family does not find alternative housing and vacate the unit within the 30-day period they will be issued a 30-Day Notice of Lease Termination.

#### **F. Enterprise Income Verification and Third-Party Verification**

**\*This section has been affected by HUD COVID Waiver: PH & HCV – 3. See appendix IV for further details.**

1. The MHA will utilize HUD's online "Upfront Income Verification" UIV methods and "Enterprise Income Verification" (EIV) system to the greatest extent feasible to verify employment, income and other eligibility information for all applicants and residents. Accurate determination of income eligibility, allowances, and family rent can occur only after all factors related to income and family circumstances are verified. MHA will comply with the most recent HUD guidance on verification requirements. MHA will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010), Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by HUD.

2. MHA will follow the verification hierarchy described in PIH Notice 2018-18:

<b>L</b>	<b>Verification Technique</b>	<b>Ranking</b>
6	<b>Upfront Income Verification UIV</b> , using HUD's Enterprise Income Verification (EIV) system and the <b>Income Validation Tool (IVT)</b> (not available for income	<b>Highest</b> (Mandatory)
5	<b>Upfront Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional)
4	<b>Written Third Party Verification</b>	<b>High</b> (Mandatory to supplement EIV reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute.)
3	<b>Written Third Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third party verification is not available)
1	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

Pursuant to the January 27, 2009 Refinement of Income and Rent Determination final rule, MHA must use HUD's Enterprise Income Verification (EIV) as a third-party source to verify tenant employment and income information during mandatory reexamination or reexamination of family composition and income.

3. Double Subsidy: If during tenancy, or at any time after admission, the EIV system shows that a family or any household member is receiving assistance from (or is residing in) another housing authority or program, the family or household member must provide proof of termination of tenancy from the other housing agency or program for continuation of assistance. MHA may provide up to 30 days for the family or household member to provide proof of termination. If after the 30 days, the participant does not provide proof of termination, the family or household member must be terminated from MHA tenancy.
4. If the EIV information matches income provided by the resident, or if it is not substantially different, then third-party verification is not necessary. Currently, a substantial difference requiring third party verification is defined as being greater than \$200 per month (\$2,400 per year), unless amended by MHA.
5. If the EIV system is not available or if the information is substantially different to the resident-provided information, then written verification from third parties is the next most desirable form of verification.
  - a. The EIV information cannot be accessed unless a current (unexpired) Authorization to Release Information (HUD Form 9886) is on file. HUD form 9886 also authorizes disclosure of information for routine uses such as to Federal, State, and local agencies for law enforcement purposes, employment suitability, and for determining housing assistance. This form must be signed by all adult family members and expires 15 months after it is signed.
  - b. Tenants have the right to dispute information obtained through EIV; however, such information will only be provided to the tenant if requested. Tenant income information derived from the EIV system is confidential and cannot be released to outside parties or unauthorized staff. This information is exempt from the Tennessee Sunshine Law and is required by HUD to be kept private under penalty of Federal law. Any EIV derived information is required to be kept guarded under lock and key and must be shredded and destroyed when no longer needed. Copies are not to be kept in tenant files to avoid risking the release of such information to anyone other than the client and authorized MHA staff. Unauthorized disclosure or inspection of EIV data can result in a felony conviction punishable by a fine up to \$5,000 and/or five (5) years imprisonment, as well as civil penalties. (Privacy Act of 1974 as amended, 5 U.S.C § 552(a)).
6. In cases where EIV income data is substantially different than tenant-reported income, MHA will utilize the following guidelines:
  - a. Request written third party verification from the income source in question. For EIV Social

Security Administration (SSA) benefit discrepancies, MHA shall require the tenant to obtain a current unaltered SSA benefit letter within ten (10) business days of the interview date.

- b. Review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when MHA cannot readily anticipate income, such as unstable working hours, and suspected fraud. For calculating income in cases of seasonal employment (i.e. school board employees, teachers, etc.),
  - c. Analyze all data (EIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
  - d. Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
    - MHA may recommend terminating assistance for fraud as opposed to tenant error (see definition in Appendix I of this ACOP). Fraud includes but is not limited to forgery and pattern of unreported or under reported income. In verified differences of \$10,000 or more and when fraud has occurred, upon division director or designee's approval, MHA may refer the case to OIG or any other law enforcement organization with jurisdiction to investigate and prosecute fraud in assisted housing, prior to commencement of the eviction process.
7. MHA may recommend terminating assistance for fraud as opposed to tenant error (see definition in Appendix I of this ACOP). Fraud includes but is not limited to forgery and pattern of unreported or under reported income. In verified differences of \$10,000 or more and when fraud has occurred, upon division director or designee's approval, MHA may refer the case to OIG or any other law enforcement organization with jurisdiction to investigate and prosecute fraud in assisted housing, prior to commencement of the eviction process.
8. In verified instances of greater than \$200 per month (\$2,400 per year), MHA will require payment in full or may allow the family to enter into a repayment agreement for the balance owed using the standards listed under Chapter V. Should the family refuse to enter in a repayment agreement or to fulfill its obligations under its repayment agreement, MHA shall recommend termination of assistance. This will start the eviction process.

#### **F. Action Following Reexamination**

- 1. If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. [24 CFR § 966.4 (c) & (o)]
- 2. If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available. [24 CFR § 966.4 (c)(3)].
- 3. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident and it does not disqualify the family for the size unit it is currently occupying.

## **G. Risk Assessment**

MHA may refer at risk residents for an individualized risk assessment to identify and address resident needs in cases where tenancy would constitute a direct threat to the health or safety of the resident and/or other individuals or result in substantial physical damage to the property. The individualized risk assessment will rely on objective evidence (e.g., current record, or a recent history of facts).

By identifying issues and targeting resident needs and related risks to the resident, community, property, safety or security, MHA will reduce the propensity of criminal activity, violent or destructive behavior, housekeeping and living safety issues, potential fire hazard issues, unsafe living conditions, individual and communal disturbances, self-neglect, damage to living areas, crisis/emergency incidents, medical emergencies and/or public risk concerns.

This individualized risk assessment will focus on areas in which a housing property may be able to help residents better manage their needs and maintain their ability to live safely in their unit and community. As such, reasonable accommodations will be discussed with residents as an option, if applicable.

By identifying critical issues through an individualized risk assessment, MHA can accommodate and support residency through a better targeted array of services designed to support residents' self-determination which ultimately:

1. Enhance the ability of residents to uphold their lease obligations, taking proper care of the unit, and insuring quiet enjoyment of the property for all residents and surrounding neighbors.
2. Better work with residents with identified disabilities relating to the health and safety of themselves and within the community.
3. Improve the quality of life within the community.
4. Foster inclusion and tolerance by and for all residents and staff.

## **VII. Interim Rent Adjustments: Fixed Rent System**

**\*This section has been affected by HUD COVID Waiver: PH & HCV – 4. See appendix IV for further details.**

### **A. Adjusting Rent between Regular Reexamination**

Rent may be re-determined between annual reexaminations when a resident undergoes a change in family composition or income. The resident must report changes in writing to the management office.

Examples of changes that would allow an adjustment in rent between reexaminations are as follows:

#### **1. Family composition changes**

The resident must report and provide verification of those changes that involve the loss or gain of a family member. An increase due to additions to the family by birth; adoption through the courts or by operation of law; or a decrease in family size may result in a change in the Tenant Rent. All changes in family composition must be reported to the Property Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

#### **2. Income changes for existing family members need to be submitted to the office within 30 calendar days.**

##### **a) Decrease in income**

The resident may request an interim adjustment of rent because of a decrease or loss of income that will be for a period longer than 30 days.

##### **b) Increase in income**

The resident must request an interim adjustment of rent because of an increase in income.

#### **3. Effective Date of Adjustments**

a) Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

b) Rent decreases will be made effective the first day of the month following the month in which the change is reported and proper verification completed. Rent increases (except those due to misrepresentation) require 30-day notice and become effective the first of the second month after the change is processed. Failure to properly report an increase in income will result in a back charge retroactive to the effective date of the change.

#### **4. Earned Income Disallowance (EID)**

a) The family qualifies for the disallowance of increase in earned income, and the first 12-month period of 100% income disallowance begins.

b) At the end of the first 12-month period of 100% income disallowance, an adjustment of the rent shall be made for the second 12-month period to factor a 50% income disallowance.

## 5. Misrepresentation by the resident

- a) If the resident misrepresented facts to MHA resulting in rent that is less than the correct amount, the increase in rent shall be retroactive to the first of the month following the effective date of the change in income. In justifiable cases, MHA may take such action as it deems advisable in accordance with federal or Tennessee Law, including but not limited to termination of assistance and eviction.
- b) Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions (imputed welfare income).
- c) MHA may refuse to process an interim recertification when the tenant reports a decrease in income only if the decrease was caused by a deliberate action of the tenant to avoid paying rent. For example, MHA receives documented evidence that a tenant quit a job in order to qualify for a lower rent.

## B. Hardship for Families Paying Minimum Rent

A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent of \$50 because of a hardship. Interim reexaminations to temporarily adjust the rent will be made for families under hardship. Residents qualify for a hardship exemption to the minimum rent if:

- a) The family has lost eligibility for, or is applying for, a Federal, State or local assistance program;
- b) The family would be evicted because of the imposition of the minimum rent requirements;
- c) The income of the family has decreased because of changed circumstances, including loss of employment;
- d) A death in the family has occurred; or
- e) Other circumstances as determined by MHA.
- f) If MHA determines that the hardship is temporary, less than 90 days, or if the family does not qualify for the exemption, the minimum rent will be reinstated retroactively to the suspension date. MHA will offer a repayment agreement to the family for the back rent owed.
- g) If MHA determines that the hardship is long term, the family will be exempted from the minimum rent requirements so long as such hardship continues. The exemption shall apply from the beginning of the month following the family's request for the hardship exemption until the end of hardship and will be reviewed at least annually. MHA, at its discretion, will request documentation from the residents to verify the type and extent of the hardship.

The family should notify their Property Manager or designee that they wish to request a hardship exemption. When the resident requests the hardship exemption, MHA will suspend the minimum rent requirement beginning the month following the family's request. The suspension will continue until MHA determines if there is a qualifying financial hardship and whether it is temporary or long term. MHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the hardship exemption request.

## **VIII. Lease Termination Procedures**

### **A. General: Lease Termination**

The Public Housing Lease (Lease) may be terminated by MHA in compliance with HUD regulations 24 CFR § 966 and in accordance with the provisions contained in Title 66 Chapter 28, Uniform Residential Landlord and Tenant Act.

The Lease may be terminated by the resident by giving the 30 days written notice and upon compliance with all applicable procedures to properly vacate the unit and to depart in good standing. MHA shall have the right to terminate or refuse to renew the Lease for failure by the resident to fulfill their obligations set forth in the ACOP and Lease agreement for serious or repeated violations by the resident of one (1) or more of the material terms of the Lease. MHA will not terminate the tenancy on the basis or as a direct result of the fact that the person is a victim of domestic violence, dating violence, sexual assault or stalking.

The Landlord may evict the resident and family members by court action for criminal activity (on or off the premises) if the Landlord determines that the resident or family member(s) has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. The fact of an arrest record alone is not a reliable basis upon which to establish a preponderance of arrest.

### **B. Mitigating Circumstances**

Before MHA decides to send a notice terminating assistance, MHA shall consider all circumstances relevant to a case. This may include but not limited to the following:

1. The seriousness of the offending action;
2. The extent of participation by the lease holder in the offending actions;
3. The effects that the eviction would have on the family members not involved in the offending activity;
4. The extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

### **C. Notice Requirements**



When MHA proposes to terminate a lease, the termination shall follow all applicable Federal and State laws. The notice of termination to the resident shall state the reasons for termination, inform the resident of their right to make reply, settlement, and/or request a grievance hearing in accordance with the Grievance and Appeal Policy.

1. MHA shall give a 3-day written notice of termination for serious violations of the Lease;
2. MHA shall give the applicable written notice of termination (14-Day Notice of Termination for Non-payment of Rent) for a resident's failure to pay rent. Such notice shall not be sent until the rent becomes delinquent in accordance with the Lease; and
3. MHA shall give a 30-day written notice of termination in any other case or cause.

#### **D. Eviction**

MHA may only evict the resident from the unit by instituting a court action and obtaining a court order awarding possession to MHA. MHA will notify the resident in writing of the actual eviction date.

#### **E. Death of a Sole Family Member**

MHA will terminate assistance for a deceased single member household. MHA will list the end of participation date as the date on which the family or designee of the deceased resident's estate returned the keys and signed a vacate notice; or the date the public housing lease was terminated; or the date MHA legally regained possession of the unit, whichever occurs first. MHA will allow the deceased emergency contact or designee to obtain their belongings according to HUD regulations.

#### **C. Recordkeeping Requirements for Residents**

In accordance with MHA's records retention policy, a written record of each termination and/or eviction shall be maintained electronically.

### **IX. Utilities/Maintenance Charges/Fines and Collections**

#### **A. Utilities**

This section establishes the procedures for utility allowances for utilities purchased by residents of public housing developments. Utilities are defined as electricity, gas, water and sewer. Telephone and cable television are not considered utilities under this policy.

##### **1. Standard for utility consumption allowances**

MHA shall establish for each development, a consumption allowance based on bedroom size that will afford a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirement of a safe, sanitary and healthful living environment. The consumption allowance shall be a uniform monthly amount based on an average monthly utility requirement for a year.

## 2. Review and revision of allowance

- a) Annual review: MHA shall review the utility allowances annually or in accordance with federal regulatory requirements and shall adjust the amount of utility allowance, if necessary, to reflect changes in utility rates and/or utility consumptions.
- b) Interim revision due to rate changes: MHA may revise its utility allowances for resident-purchased utilities between annual reviews if there is a rate change (including fuel adjustments). MHA is required to do so if a rate change, by itself or together with prior rate changes not adjusted for, results in a change of 10% or more from the rates on which such allowances were based.
- c) Schedule of Utility Allowances: Schedules of utility allowances for each development are posted on the bulletin board in each development office and will be made available to the resident upon request.

### **B. Utilities Paid by the Resident**

- 1. Utility accounts established and maintained by the residents must be in the name of an adult family member listed in the Public Housing Lease. Illegal tampering to obtain utility services or changing the utility accounts to an adult person that is not listed in the Public Housing Lease are grounds for termination of the Lease.
- 2. Excess Utility Charges. In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the MHA. Tenant will be charged for any consumption more than the utility allowance.
- 3. Residents with disabilities may be entitled to higher-than-normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

### **C. Maintenance Charges and Fines**

- 1. This section establishes the procedures for maintenance charges in Public Housing developments.
  - a) A list of maintenance charges is posted in the development offices and will be made available to residents upon request.
  - b) Residents will be charged for materials and services as shown on the price list in effect at the time of repair for damages that are intentional or caused by negligence of the residents.
  - c) MHA will notify the resident by mail or in person of any maintenance charges for which they will be billed. A resident may then request a grievance hearing under the grievance procedure.
  - d) If resident requests a grievance hearing to dispute maintenance

charges, the charges will not become due until the grievance process has been completed.

2. Move-Out Charges:

- a) Upon the move out inspection, residents will be held responsible for all damages beyond normal wear and tear to the unit and appliances.
- b) Damages beyond normal wear and tear that are not repaired will be charged to the resident's security deposit and if necessary the resident's account at the time of move-out. The price list in effect at the move-out will be utilized to price labor and materials.
- c) Photographs of the damages will be maintained in the tenant file in accordance with the retention schedule.

3. Fines:

- a) Residents shall pay fines different from maintenance charges that are incurred because of violations to the rules and regulations set forth in the lease agreement and ACOP.
- b) A list of fines will be posted in the development offices and is available upon request.

## **D. Collections**

1. If your account is placed with a Collection Agency, a collection-fee of up to 33.3% may be added to your account and shall become a part of the Total Amount Due. You will be responsible for all reasonable collection fees including collection fees, reasonable attorney fees and court cost.

You agree, that for us to service your account or to collect any amounts you may owe, we and our collection agencies may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We and our collection agencies may also contact you by sending text messages or emails, using email address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

## **X. Choice of Rent:**

**\*This section has been affected by HUD COVID Waiver: PH – 14. See appendix IV for further details.**

### **A. Flat Rents**

Public Housing residents may choose between a Flat Rent or Income-based Rent that is based on family income. Flat Rents are based on the unit market value and vary by unit size, type and by development location. MHA must offer new admissions to Public Housing developments a choice of paying a flat or income-based rent at the time of admission. At the annual reexamination, all Public Housing residents are offered the choice of paying the Flat Rent or Income-based Rent.

## **B. Annual Update of Flat Rents**

The Flat Rent structure shall be reviewed annually and adjusted accordingly using a rent reasonableness study based on the information listed above.

Per PIH Notice 2017-23, the following provisions were implemented:

1. Flat Rents will be set at no less than 80% of the Fair Market Rent (FMR) and reduced, if necessary, to account for utility costs.
2. If a new Flat Rent amount will increase a family's existing rental payment by more than 35%, then the new amount shall be phased in to ensure the family's rent does not increase by more than 35% annually.
3. The revised Flat Rents will be applied to new admissions upon the revision's effective date; however, when a current Public Housing resident chooses Flat Rent, their rent shall not be adjusted until the next regular annual reexamination.

## **C. Reexamination of Families on Flat Rents**

Public Housing residents paying Flat Rents are required to recertify income every three (3) years, rather than annually. However, such residents are still required to participate in an annual reexamination for any changes in the family composition, to ensure that unit size is still appropriate, and to check compliance with the community service requirements, if applicable. At the annual reexamination, all Public Housing residents are offered the choice of paying the Flat Rent or Income-based Rent.

## **D. Hardship of Families Paying Flat Rents**

Families who have elected to pay flat rent are eligible to switch to a lower income-based rent, if the family has experienced a verified hardship such as:

1. Loss in income because of changes in circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance; and/or
2. Increased expenses because of changes in circumstances, such as increased medical costs, childcare, transportation, education, or similar items.

MEMPHIS HOUSING AUTHORITY FLAT RENTS FOR FY2020							
	0	1	2	3	4	5	6
Property	Bedrm	Bedrm	Bedrm	Bedrm	Bedrm	Bedrm	Bedrm
Barry Towers	\$532	\$604					
Borda Towers	\$532	\$604	\$707				
Jefferson Square	\$532	\$604	\$707				
Venson Center	\$532	\$604	\$707				
College Park Senior - Low Rise			\$577				
College Park Senior - Large		\$548					
Latham Terrace		\$604	\$707				
University Place Senior		\$604	\$707				
University Place Ph II & III - Large		\$548	\$633	\$872	\$993		
University Place Ph II & III - Low Rise		\$535	\$619	\$855	\$973		
University Place Ph II & III - Homes				\$836	\$949		
Magnolia Terrace		\$604	\$707				
Fairway Manor Senior		\$548	\$633				
Montgomery Plaza - Low Rise		\$533					
Montgomery Plaza - Large			\$635	\$878	\$1,002	\$1,154	
Askew Place			\$571	\$784	\$878		
G.E. Patterson Pointe - Homes			\$571	\$784	\$878		
G.E. Patterson Pointe - Low Rise			\$577				
Crockett Place - Low Rise			\$619	\$855	\$973		
Crockett Place - Large				\$872			
Cleaborn Senior		\$548	\$633				
Cleaborn Pointe II, III, IV Low Rise		\$535	\$619	\$855	\$973		
College Park Family I & II Low Rise		\$483	\$555	\$773			
College Park Family I & II Homes				\$761	\$854		
Greenlaw Place - Large		\$548	\$635	\$876			
Uptown Square - Low Rise		\$534	\$621	\$860			
Metropolitan Apartments - Large		\$548	\$635	\$876			
Uptown Phases II, III & IV			\$557	\$770	\$864	\$987	
MEMPHIS HOUSING AUTHORITY FLAT RENTS FOR 2020 pg. 2							
Harold E. Ford, Sr. Villas		\$490	\$563	\$782	\$883		
Austin Park Place			\$577	\$796	\$897	\$1,027	
Kefauver Terrace	\$473	\$535					
Lakeview Landing				\$836	\$949		
Levi Landing				\$836	\$949		
Legends Park North		\$604	\$707				
Legends Park East & West - Low		\$535	\$619	\$855			
Legends Park East & West - Large		\$548	\$633	\$872	\$993		
Legends Park East - Homes						\$1,088	
Lyons Ridge Senior		\$604	\$707				
Village at Cypresswood			\$619	\$855			

## **XI. Determining Income and Income-Based Rent**

### **A. Annual Income**

MHA may implement the required changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding verification of income for families with fixed incomes (Social Security; Supplemental Security Income; Supplemental Disability Insurance; Federal, state, local, or private pension plans; annuities or other retirement benefit programs, insurance policies, disability or death).

The Annual Income is calculated taking into consideration all amounts, monetary or not, which go to, or on behalf of, the family head, spouse, co-head or to any other family member (even if temporarily absent); at the time of admission or reexamination, and is based on:

1. Actual income being received (projected forward for a 12-month period); or
2. Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe in applicable administrative instructions when: (1) The family reports little or no income; and (2) MHA is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income).
3. Annual income also includes amounts derived from assets to which any member of the family has access (during the 12-month period).

### **B. 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 operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in the Internal Revenue Service (IRS) regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight- line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered as income when used to reimburse the family for cash or assets invested in the property. If the family has net family assets more than \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate.
4. The full amount of periodic payments received from Social Security, annuities,

insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (see paragraph B (14) below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See paragraph B (3) below concerning treatment of lump sum additions as family assets).
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member.
7. Periodic and determinable allowances, such as alimony and child support payments and regular cash and non-cash contributions or gifts received from agencies or people not residing in the dwelling made to or on behalf of family members.

- a) Uncollected child support will not be counted as income so long as the family provides document(s) demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court, per Third Party Verifications Chapter III.

- b) Calculation of child support when the amount received varies. 12-24 months of payment history needs to be reviewed to determine the periodic payments. Management should verify the amount that was received by whatever means possible (e.g. Child Support Program records, statement from the person making the payments, etc.).

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B (7) below concerning pay for exposure to hostile fire).
9. In determining annual income, MHA may request the family to provide documentation of current income. The family acceptable documentation can be either dated 30 days prior to income determination or 30 days following the date the income documentation is requested.
10. Historical Amounts: If MHA is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, MHA may average past actual income received or earned within the last 12 months before the determination date to calculate annual income.
11. Income from seasonal employment (i.e. school board employees, teachers, etc.) may be calculated using one of the following methods:

- a) MHA currently recommends using the following method: Calculate average income based on anticipated changes for the upcoming year using verified historical evidence of past income fluctuations. This method would not require an interim re-examination at the time income decreases since such decreases would already be averaged into the anticipated annual amount:

- b) As an alternative method, MHA may annualize income by projecting the current

monthly income for 12 months even if the current income is not expected to last the entire 12 months. Under this method, the family has the right to come in for an interim re-examination once the income decreases.

### **C. Items not Included in Annual Income**

In accordance with [PIH Notice 2013-04](#), MHA is not required to verify fully excluded income and may accept an applicant or participant's self-certification of such income. Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone).
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, onetime lottery winnings, and settlement for personal property losses (but see paragraphs A (3) and (4) above if the payments are or will be periodic in nature); (See paragraph (14) below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Any amount recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to the family member arising out of law, that resulted in a member of the family being disabled.
6. Income of a live-in aide, provided the person meets the definition of a live-in aide
7. The full amount of student financial assistance paid directly to the student or the educational institution;
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
9. Certain amounts received that are related to participation in the following programs:
  - a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self- Sufficiency (PASS);
  - c) 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.) to allow participation in a specific program;



- d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for MHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  - e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the PHA.
- 10. Temporary, non-recurring, or sporadic income (including gifts).
- 11. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by people who were persecuted during the Nazi era.
- 12. Earnings more than \$480 for each full-time student 18 years old or older (excluding the head of the household, spouse, or co-head). Full Time Student status will be identified by the college or vocational school. Students with approval to attend school for the next semester, either after graduation or in the summer will be considered for this income exemption.
- 13. Adoption assistance payments more than \$480 per adopted child.
- 14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
- 15. Payments related to the aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance;
- 16. 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.
- 17. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- 18. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of benefits excluded by other federal statute:
  - a) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC § 2017 (h)];
  - b) Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC §

5044 (g), 5088]. Examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service-Learning Program, and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- c) Payments received under the Alaska Native Claims Settlement Act [43 USC §.1626 (a)];
- d) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [(25 USC § 459(e)];
- e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC § 8624 (f)];
- f) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
- g) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC § 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC § 117(b), 1407]; and
- h) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC § 1087 uu]. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
- i) Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC § 3056 (f)]. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;
- j) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the in Re Agent Orange product liability litigation;
- k) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);

- l) The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC § 9858q);
- m) Earned income tax credit refund payments received on or after January 1, 1991 (26 USC § 32 (j));
- n) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- o) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- p) These exclusions may be amended from time to time as permitted or required by the federal regulations.

#### **D. Anticipating Annual Income**

If it is not feasible to anticipate income for a 12-month period, MHA may use the annualized income anticipated for a shorter period. For example, this method would be used for teachers who are only paid for ten (10) months, or for tenants receiving unemployment compensation.

#### **E. Adjusted Income**

Adjusted Income is the income upon which rent is based. Adjusted income means Annual Income less the following deductions and exemptions:

##### **1. For All Families**

- a) Child Care Expenses - A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, but only when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further their education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) the amount of income earned by the family member released to work; or (2) an amount determined to be reasonable by PHA when the expense is incurred to permit education or to seek employment.
- b) Dependent Deduction - An exemption of \$480 for each member of the family residing in the household, other than the head of household, co-head or spouse, live-in aide, foster adult or foster child, who is under 18 years of age or who is 18 years of age or older and disabled, or a full-time student.
- c) Work-related Disability Expenses – A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to:
  - Wheelchairs

- Lifts
  - Reading devices for the visually impaired
  - Equipment added to cars and vans to permit their use by the disabled family member.
  - Included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.
- d) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less (3%) of annual income, provided the amount so calculated does not exceed the employment income earned.
- e) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less 3% of annual income (provided the amount so calculated does not exceed the employment income earned) plus medical expenses as defined below.

## 2. For Elderly and Disabled Families only

- a) Medical Expense Deduction - A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed. Medical expenses include but are not limited to:
- Services of physicians and other health care professionals
  - Services of health care facilities
  - Health insurance premiums (including the cost of Medicare)
  - Prescription and non-prescription medicines
  - Transportation to and from treatment
  - Dental expenses
  - Eyeglasses
  - Hearing aids and batteries
  - Attendant care (unrelated to employment of family members),
  - Payments on accumulated medical bills.
  - Effective June 1, 2004 and while in effect, for residents who have the Medicare Prescription Drug Discount Card, consider the market (pre-discount) price of eligible drugs, not the discounted price.
  - Enrollment fee (up to \$30) of the Medicare Prescription Drug Discount Card program, if not paid by Medicare. (PIH Notice 2004- 11).
  - To be considered by PHA to determining a deduction from income, the expenses claimed must be verifiable.
- b) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.
- c) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph D (1) (c)

above.

3. Elderly/Disabled Household Exemption - An exemption of \$400 per household. See definition in Appendix I of this ACOP.

## **F. Assets**

MHA may implement changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding the family declaration of assets under \$5,000.

### **1. Assets Include:**

- a) Amounts in savings and checking accounts.
- b) Stocks, bonds, savings certificates, money market funds and other investment accounts.
- c) Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.
- d) The cash value of trusts that are available to the household.
- e) IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty.
- f) Contributions to company retirement/ pension funds that can be withdrawn without retiring or terminating employment.
- g) Assets, which, although owned by more than one person, allow unrestricted access by the applicant.
- h) Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims, deferred SSI and Social Security payments paid in a lump sum.
- i) Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- j) Cash value of life insurance policies.
- k) Assets disposed of for less than fair market value for two years preceding certification or reexamination.

### **2. Exclusions from Assets:**

- a) Necessary personal property, except as noted in Section (E)(1)(i) above.
- b) Interest in Indian Trust lands.
- c) Assets that are a part of an active business or farming operation. Rental properties are

considered personal assets held as an investment rather than business assets unless real estate is the family's main occupation.

- d) Assets not accessible to the family and which provide no income for the family.
- e) Vehicles especially equipped for the handicapped.
- f) Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

## **G. Computation of Rent**

1. The first step in computing rent is to determine each family's Total Tenant Payment (TTP). If the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this computation, if a positive number, is the tenant rent. If the TTP less the utility allowance is a negative number, the result is the utility reimbursement, which is paid to the tenant.
2. TTP is the highest of:
  - a) 30% of adjusted monthly income; or
  - b) 10% of monthly income; but never less than the
  - c) Minimum Rent; and never more than the
  - d)
  - e) Flat Rent, if chosen by the family (where applicable)
3. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the TTP. In developments where MHA pays all utility bills directly to the utility supplier, tenant rent equals TTP.
4. The minimum rent shall be \$50 per month; however, a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a hardship.
5. At initial certification and at each subsequent annual reexamination, the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the unit they will be occupying.

## **H. Utility Reimbursements**

Where the utility allowance exceeds the total tenant payment of the family, the MHA will provide a utility reimbursement payment. If the family owes any sums to the MHA or any other housing authority, the MHA may use any utility reimbursement amount owed to the family as payment.

## **I. Earned Income Disallowance**

The Earned Income Disallowance (EID) is the exclusion from the calculation of the family's income, the income increases attributable to new employment or increased earnings, over the income received prior to qualifying for the disallowance.

The Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding the reduction EID benefits to a lifetime limit over a straight 24-month period beginning on or after May 9, 2016 (24 CFR § 960.255). This change does not apply to residents receiving EID prior the effective date of this regulation.

4. The EID applies to any Public Housing resident whose:

- a) Annual income increases due to employment of a family member who was unemployed for one (1) or more year before employment; or
- b) Annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- c) Annual income increases due to new employment or increased earnings of a family member during or within six (6) months of receiving state funded assistance, benefits or services.

5. For purposes of the EID, the following definitions apply:

- a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by MHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one - time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
- b) During the 12-month period beginning when the member first qualifies for a disallowance, MHA must exclude from annual income any increase in income because of employment. For the 12 cumulative months following the first exclusion period, 50% of the income increase shall be excluded.

- c) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission, unless their earnings are less than would be earned working ten (10) hours per week at minimum wage, under which they qualify as unemployed.
- d) To qualify for EID, the resident must have been previously unemployed, the definition of “previously unemployed” also includes a person who has earned not more than could be earned working ten (10) hours per week for 50 weeks at the established minimum wage.

## 6. Lifetime Limit

### a) 24-Month Period

The 24-month lifetime limitation applies to residents starting EID on or after May 9, 2016. This lifetime limitation shall be provided for a straight 24-month period (consecutive 12 months at 100% disallowance followed by the second and final consecutive 12 months at 50% disallowance with a fixed start and end date, irrespective of whether a family maintains continual employment).

### b) 48-Month Period

The 48-month lifetime limitation applies to residents receiving EID prior to May 9, 2016 (24 CFR, § 960.255(b)(4)). EID can be stretched out by temporarily stopping the clock when the resident becomes unemployed and restarting the clock upon reemployment within the applicable lifetime limit.

## 7. The periods of income disallowance are as follows:

- a) 100% disallowance of increased earnings: The initial 12-month cumulative full exclusion period begins on the date the qualifying family member experiences an increase in income attributable to employment or increased earnings. For tracking and administrative purposes, MHA can begin the EID on the first day of the month following the effective date of employment.
- b) 50% disallowance of increased earnings: The second 12-month cumulative exclusion period begins after the initial period ends.
- c) Each family member is entitled to a separate EID benefit. However, each family member is entitled to such benefit only once per lifetime and applicable period limit.



## J. Security Deposits

1. MHA must collect a security deposit from the applicant at the time of the initial lease execution. The security deposit will be the greater of:
  - a) One month's total tenant payment, or
  - b) \$100
2. The security deposit is refundable.
3. An applicant may be rejected if he/she does not have sufficient funds to pay the deposit.
4. When a family transfers from one property to another, their security deposit will transfer to the new unit. If the new unit requires a larger security deposit, the family must pay the difference.
5. Family must pay all outstanding charges, including any charges for damagers to the current unit. If there are outstanding charges and the transfer is not mandated by MHA, the resident's security deposit cannot be transferred to the new unit. Once all deductions are made, the remaining deposit will be mailed to the resident. If the transfer is mandated by MHA, the security deposit will be transferred. Any balance remaining after the transfer shall be repaid to MHA in accordance to the following schedule:

Damagers less than \$250	30 days in one payment
Damagers \$250 - \$500	60 days in two payments
Damagers more than \$500	90 days in three payments

This payment period may be extended at the discretion of MHA on a case by case basis.

6. The security deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the security deposit will be made until Resident has vacated, and MHA has inspected the dwelling unit.
7. Disposition: At lease termination, the Landlord may choose to impose a claim on the security deposit for:
  - a) Unpaid rent;
  - b) The cost of repairing damage to the unit beyond normal wear and tear;
  - c) Other charges due from the Resident to the Landlord

Upon vacating of the premises for termination of the Lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have thirty (30) days to return the security deposit so long as the Resident furnishes Landlord with a forwarding address. If any deductions are made, Landlord will furnish the Resident with a written statement of any such costs for damages and/or other charges deducted from the security deposit.

8. Notification: Failure by the Resident to give the required 30 days' notice of intent to vacate will relieve the Landlord of the 30 days' notice requirement but shall not waive any right the Resident may have to the security deposit or any part of it.

## **K. Rent Collection**

MHA has initiated the following rent payment options for its residents:

1. Rent is due on the 1st of each month and is late after the 5th business day of each month.
2. Check, money order, or cashier's check mailed by the resident directly to the MHA Development, payment to the Property Manager on site, and payments can be dropped in the drop box (if applicable);
3. Cash will not be accepted.
4. If available, payments may also be made electronically.
5. Resident's that pay in person will receive a receipt and all other forms of payment; the receipt will be mailed to your address.

## **XII. Fair Housing and Equal Opportunity**

### **A. Non-discrimination**

1. MHA complies with all federal, state, and local antidiscrimination laws including, but not limited to: The Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act.
2. No person shall, based on race, color, sex, religion, national or ethnic origin, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault, or stalking, actual or perceived sexual orientation, gender identity or gender expression, ancestry, age, pregnancy, disability, or source of income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under programs operated and/or funded by MHA.
3. MHA prohibits inquiries regarding actual or perceived sexual orientation, gender identity or gender expression, which includes but is not limited to whether a person is transgendered.

4. MHA will provide applicants and participants with federal/state/local information regarding discrimination and any recourse available to them if they believe they may be victims of discrimination.
5. MHA will display the Fair Housing poster at MHA central office and, Public Housing Sites.

## **B. Non-Discrimination Complaints and Reasonable Accommodation Requests**

1. All applicable Fair Housing Information and Discrimination Complaint forms will be made available at MHA's central office and/or by the Compliance Office or designee mailing copies of information to person requesting same. In addition, all appropriate written information and advertisements will contain the appropriate written information, and advertisements will contain the appropriate Equal Opportunity language and logo.
2. MHA will cooperate with HUD in conducting monitoring and compliance reviews and complaint investigations, pursuant to all applicable civil rights statutes and regulations, Executive Orders, and all civil rights related program requirements.
3. Reasonable accommodation requests are processed through the Compliance office or designee (See Appendix II for Reasonable Accommodation Request).

## **C. Lead Based Paint**

Childhood lead poisoning is one of the most common pediatric health problems in the United States and it is preventable. MHA desires to focus on lead poisoning before it occurs. All potential residents, prior to being assigned a unit, shall have their children under seven years of age tested for the levels of lead in their blood. Potential residents may be tested or have their children tested by the Memphis-Shelby County Health Department or their health care provider. The potential residents will be responsible for having the test completed. Potential residents must execute a medical record release form and have a copy of all results forwarded to the MHA prior to being assigned a unit. If a potential resident fails to have their children under seven years of age tested, or fails to have the results forwarded to MHA within ten days of the notice of an available unit, the potential resident's name will go to the bottom of the housing waiting list.

## **XIII. Alterations Policy**

### **A. Overview**

It is the sole discretion of the MHA to allow residents to make alterations to their units. Alterations that permanently affect the existing structural layout of the unit including but not limited to the removal or construction of the interior/exterior walls, windows, doors, porches or patios are strictly prohibited. The resident may make no other alteration or repairs to the unit unless the resident complies with the following requirements:

1. Obtains prior written approval from the Property Manager for all alterations;
2. Ensures that all work performed conforms to HUD specifications and local code standards and where necessary, performed by a licensed contractor,
3. Agrees that all alterations, once installed, become the permanent property of the development;
4. Accepts responsibility for maintaining alterations in accordance with Housing standards and local code standards;
5. Accepts responsibility for any damage to the property because of an alteration.

**B. Prohibited Alterations but not limited to:**

1. Fences
2. Paneling/wallpaper/adhesive mirrors/wall tiles
3. Patios or exterior screening
4. Interior/exterior construction or renovations
5. Floor tiling (i.e., linoleum, vinyl or ceramic)
6. Permanently attached wall-to-wall carpeting
7. Stoves
8. Locks
9. Antennas
10. Pools
11. Animal doors (i.e., dog doors)

**C. Authorized Alterations with Written Approval from Property Manager or Designee**

1. Gardens: Gardens must not detract from the appearance of the property and there may be charges to restore the premises to its original condition.
2. Ceiling Fans: If installed according to specifications provided by the Property Manager or designee and provided there is an existing fixture to accommodate a ceiling fan.
3. Cable TV: Installed by a licensed cable company.
4. Window Shades: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
5. Venetian Blinds, Mini-Blinds and Vertical Blinds: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
6. Carpeting: Must not be permanently attached. Carpeting should be taped down. Doors cannot be shortened to accommodate carpeting. All carpeting must be removed, and the floor cleaned prior to move-out.
7. Wall Pictures and Decorations: Residents may hang wall pictures and decorations provided no heavy anchoring nails or screws are used. Adhesive wall mirrors or tiles are prohibited. Decals pasted on the walls, doors, windows or refrigerators are also prohibited.
8. Paint: The resident may paint the unit a neutral color such color must be approved by the Property manager or designee.

#### **D. Alterations without Prior Written Approval**

If an alteration has been made without prior written approval from the Property Manager or designee, or if the alteration does not conform to the Housing standards or local codes, the Property Manager or designee will pursue Lease Enforcement procedures

## **XIV. Authorization of Agency “AOA” Policy**

### **A. Overview**

The Memphis Housing Authority (the “Landlord” or “MHA”) has the authority to invoke Authorization of Agency also known as “AOA” to promote a safe, secure, peaceful and tranquil environment at all MHA owned and management developments/and or properties by preventing the participation in or promotion of criminal activity, or any activity (violent or non-violent) that disturbs the residents and employee’s peaceful enjoyment of the premises.

Permanent restriction from all MHA owned and managed properties should be applied when an actual and imminent threat is perceived. If the Resident’s or Employee’s property, safety, or peaceful enjoyment of the premises are believed to be in danger or at risk. At the discretion of the General Counsel or designee all other incidents may receive up to an 18-month restriction/ban from all MHA owned and managed properties.

### **B. Authorization of Agency:**

Anyone who enters onto MHA property may be placed on the “Authorization of Agency” list if they engage in violent, disruptive, non-violent or criminal activity while on the premises that disturbs or threatens the property, health, safety, or right to peaceful enjoyment of public housing premises by other residents or employees of MHA. Criminal charges and or disrupting conduct are considered grounds for a **non-resident** to be placed on MHA's authorization of agency list. Which include but not limited to:

1. Causing a disturbance on property such as disorderly conduct as defined by Tenn. Code. Ann. § 39-17-305;
2. When visiting MHA’s property for prostitution;
3. When visiting MHA’s property knowingly with the intent to manufacture/deliver/sell or possess a controlled substance as defined by Tenn. Code. Ann. §39-17-417;
4. When visiting MHA's property and found to have on their person or vehicle drug paraphernalia as defined by Tenn. Code. Ann § 39-17-402
5. When visiting MHA’s property and found to have a firearm in their possession without authorization to carry a weapon from the appropriate official agency;
6. When visiting MHA’s property and caring a firearm and signs are posted stating fire arms are prohibited;
7. When visiting MHA’s property and found vandalizing MHA's property, defacing property, breaking into cars, vacant units, and occupying vacant units;
8. When driving a vehicle on MHA’s property in a reckless manner, parking on the grass, blocking a dumpster parking in fire lanes or other unauthorized parking areas;
9. When visiting MHA’s property and intentionally harassing MHA residents, employees, agents, contractors or other governmental officials as defined by Tenn. Code. Ann §39-17- 308;

10. When displaying, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Tennessee anywhere on the property of the MHA;
11. If soliciting is prohibited on the premises;
12. When visiting MHA's property for gambling;
13. When on MHA's property and commits the offense of public intoxication as defined by Tenn. Code. Ann § 39-17-310;
14. When knowingly commits littering while on MHA's property as defined by Tenn. Code. Ann §39-14-502;
15. Knowingly stalking, aggravated stalking, and especially aggravated stalking any resident or employee of the MHA as defined by Tenn. Code. Ann § 39-17-315;
16. Knowingly commits theft of property while on MHA's property as defined by Tenn. Code. Ann §39-14-103;
17. Knowingly incite a riot while on MHA property as defined by Tenn. Code. Ann § 39- 17-304;
18. Knowingly massage or exposure of erogenous areas while on MHA property as defined by Tenn. Code. Ann §39-17-918;
19. Intentionally or knowingly engages in cruelty to animals while on MHA's property as defined by Tenn. Code. Ann § 39-14-202;
20. If a Resident has been removed from the Lease by the Lease Holder/Head of Household;
21. If a resident has been evicted from the premises for any lease violation other than non- payment of rent;
22. If you are a member of a lifetime sex offender registry.

### **C. Authorization of Agency Procedures**

MHA Officer's, Property Manager's or local law enforcement officers that encounter a problem with a non-resident as outlined in this policy shall have the MHA to invoke the Authorization of Agency procedures. The following process should be followed:

1. The officer shall complete an Authorization of Agency form giving the suspect notice that he or she is not to return to that or any other MHA development. The suspect should be asked to sign the notice form. If the suspect refuses to sign the notice form the officer will sign in the suspect's place, noting the suspect refused to sign the notice.

2. The officer shall generate an Offense report with an explanation on why this suspect is being placed on the Authorization of Agency list.
3. The officer shall inform the suspect that if they are caught on any of MHA's developments, they will automatically be placed under arrest and charged with criminal trespass.
4. Permanent restriction should be applied when a Resident's or employee's safety, or peaceful enjoyment of the premises are in jeopardy. If the AOA restriction is not permanent a specified expiration date up to 18 months will be noted on the form.
5. A copy of these documents will be placed on file with MHA's Police Services office staff and a copy given to the Property Manager or designee.
6. If a resident's invited guest(s) is placed on AOA, then the Property Manager or designee will provide the Resident with an AOA Tenant Notification.
7. On a regular basis, an alphabetical print-out of the AOA list will be made available for distribution to the local law enforcement. MHA staff will receive an electronic copy.
8. MHA will deny admissions to any applicant that is currently on the MHA Authorization of Agency (AOA) list.

#### **D. Grievance and Appeals**

1. In certain situations, residents and family members can be placed on AOA at multiple MHA developments. If this occurs the resident and/or family members listed on the Lease Agreement have a right to a Grievance Hearing as defined in the Resident Grievance and Appeal Policy.
2. Non-resident's may challenge their placement on the AOA list by submitting a written request for review. Send request to: MHA Legal Department, 700 Adams Ave., Memphis, TN 38105. MHA General Counsel or designee is authorized to affirm or reverse the decision. A non-resident challenging an AOA restriction, should receive a written explanation of the decision within 10 business days of the review.



## **XV. Community Service Self-Sufficiency Policy**

**\*This section has been affected by HUD COVID Waiver: PH – 5. See appendix IV for further details.**

### **A. Background**

Section 12(c) [42 U.S.C. Section 1437j] of the United States Housing Act of 1937, as amended on October 12, 1998 by Section 512 (Pub. L. 105-276) of the Quality Housing and Work Responsibility Act of 1998, contained a CSSR that every adult resident of public housing contributes eight hours of community service per month, or participate in an economic self-sufficiency program for eight hours per month. Regulations for the CSSR requirement can be found at 24 CFR Subpart F, 960.600 through 960.609.

### **B. Definitions**

Community Services: Eligible community service activities include, but are not limited to:

- 1) Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
- 2) Nonprofit organizations serving MHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
- 3) Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- 4) Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- 5) MHA housing to improve grounds or provide gardens (so long as such work does not alter the MHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with MHA-run self-sufficiency activities including supporting computer learning centers; and,

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

MHA may form their own policy regarding accepting community services at profit-motivated entities, acceptance of volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work. Pursuant to 24 CFR 960.609, no MHA may substitute community service activity performed by a resident for work ordinarily performed by a MHA employee. However, residents may do community service on MHA property or with or through MHA programs to assist with or enhance work done by a MHA employee.

NOTE: Political activity is excluded.

**C. Self-Sufficiency:** Eligible self-sufficiency activities include, but are not limited to:

1. Job readiness or job training while not employed;
2. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
3. Higher education (junior college or college);
4. Apprenticeships (formal or informal);
5. Substance abuse or mental health counseling;
6. Reading, financial and/or computer literacy classes;
7. English as a second language and/or English proficiency classes;
8. Budgeting and credit counseling.

**D. CSSR Partnerships:**

1. MHA with a ROSS Service Coordinators program or Family Self-Sufficiency (FSS) program may coordinate Individual Training and Services Plans (ITSPs) with CSSR. The ITSP is a tool to plan, set goals and track movement towards self-sufficiency through education, work readiness and other supportive services such as health, mental health and work supports. Specific CSSR activities may be included in ITSPs to enhance a person's progress towards self-sufficiency. Regular meetings with MHA coordinators may satisfy CSSR activities and MHA Service Coordinators or FSS Program Coordinators may verify community service hours within individual monthly logs.

**E. Exempt Adult (Family Member) who are:**

1. 62 years or older;
2. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
3. Is a primary caretaker of such individual;
4. Engaged in work activities (see Notice PIH 2003-17 (HA)). For an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
  - 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;
5. Community service programs;
6. 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;
7. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
8. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which MHA is located

including a State-administered Welfare-to-Work program; or,

9. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or any other welfare program of the State in which the MHA is located a State-administered Welfare-to-Work p r o g r a m , and has not been found by the State or other administering entity to be in noncompliance with such a program.
10. Is working 30 hours per week or more.
11. MHA makes the final determination whether to grant an exemption from the community service requirement. If a resident does not agree with the MHA's determination, the resident may dispute the decision through the MHA's Grievance Procedures (see 24 CFR Part 966 Subpart B, 24 CFR 960.607(b).

#### **F. Requirements of the Program**

1. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable if 96 hours is completed by each annual certification.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.

#### **G. Family obligations**

1. Resident Responsibilities at Lease Execution or Re-examination: At lease execution or re- examination, after the effective date of the adopted policy, all adult members (18 or older) of a public housing resident family must:
2. Provide documentation, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used by the MHA to determine whether the tenant is exempt from the CSSR) and,

3. Sign a certification (examples provided in Attachments A and B) that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).
4. When a non-exempt person becomes exempt, it is his or her responsibility to report this to the MHA and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the MHA as soon as possible.

#### **H. Documentation of CSSR Completion:**

1. MHA must include in the CSSR policy that exemption/CSSR completion is verified annually by the MHA. At least 30 days before the annual reexamination and/or lease expiration, the MHA reviews the exempt or nonexempt status and compliance of non-exempt family members. At each regularly scheduled rent re-examination, each non-exempt family member presents a signed certification on a form provided by the MHA of CSSR activities performed over the previous twelve (12) months.
2. MHA must obtain third-party verification of CSSR completion administered through outside organizations. Each MHA develops a standardized form with places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed. Additional supporting documentation may be requested of the resident to verify CSSR participation or exempt status. Copies of the certification forms and supporting documentation must be retained in MHA files. (see 24 CFR 960.605(c)(3)).

#### **I. Noncompliant Residents:**

1. MHA may not evict a family due to CSSR non-compliance. However, if MHA finds a tenant is non-compliant with CSSR, then the MHA will provide written notification to the tenant of the noncompliance which shall include:
2. A brief description of the finding of non-compliance with CSSR.
3. A statement that the MHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the MHA or the family provides written assurance that is satisfactory to the MHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-

out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement.

4. The tenant may request a grievance hearing on the MHA determination, in accordance with MHA grievance procedures, and the tenant may exercise any available judicial remedy to seek timely redress for the MHA's nonrenewal of the lease because of such determination. (24 CFR Part 966, subpart B)

#### **J. Enforcement Documentation:**

1. Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, MHA shall initiate termination of tenancy proceedings at the end of the current 12-month lease since the family is failing to comply with lease requirements. When initiating termination of tenancy proceedings, the MHA will provide the following procedural safeguards: (see 24 CFR 966.53(c))
2. Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease; Right of the tenant to be represented by counsel;
3. Opportunity for the tenant to refute the evidence presented by the MHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and, A decision on the merits.

#### **K. Monitoring:**

1. Each development will be responsible for monitoring all community service/self-sufficiency requirements and activities. All community service/self-sufficiency.

<sup>1</sup> HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a tenant is a member of family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that tenant is exempt from the CSSR. 5 exempt status. Copies of the certification forms and supporting documentation must be retained in MHA files.

Administration Building ☐ 700 Adams Avenue Memphis, Tennessee 3 8 1 7 3  
Phone (901) 544-1100 ☐ Fax: (901) 544-1830 ☐☐☐☐ TDD: (901) 544-1130

**Community Services and Self-Sufficiency  
Requirement Certification for Non- Exempt  
Individuals**

**Entrance Acknowledgement**

Date: \_\_\_\_\_

Resident Name: \_\_\_\_\_

I have received and read the Community Services and Self Sufficiency Requirement. I understand that as a resident of public housing, I am required by law to contribute 8 hours per month (96 hours over the course of a year) of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with



CSSR is grounds for lease nonrenewal. My signature below certifies I received notice of this requirement at the time of initial program participation.

Signature: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

## Community Service Exemption Certification

I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

1. 62 years or older;
2. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or (*Certification of Disability Form will service as documentation*)'
3. Primary caretaker of a blind or disabled individual in my household; (*Must provide documentation for individual*)
4. Engaged in work activities (see Notice PIH 2003-17 (HA)). For an individual to be exempt from the CSSR requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)): (*Must provide documentation*)
5. Unsubsidized employment;
6. Subsidized private-sector employment;
7. Subsidized public-sector employment;
8. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;





10. On-the- job-training;
11. Job-search;
12. Community service programs;
13. Vocational educational training (not to exceed 12 months with respect to any individual);
14. Job-skills training directly related to employment;
15. 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;
16. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
17. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which MHA is located including a State-administered Welfare-to-Work program; or,
18. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State in which the MHA is located, including a State-administered Welfare-to-Work program and has not been found by the State or other administering entity to be in noncompliance with such a program.
19. Working 30 hours per week or more (*Employment verification form will serve as documentation*).
20. A full-time student (*Must provide verification letter from the school attended on school letterhead*).

\_\_\_\_\_  
Signature of Head of Household                      Date

\_\_\_\_\_  
Signature of Spouse/Co-Head/Other Adult (18 or older)      Date

\_\_\_\_\_  
Signature of Other Adult (18 or older)                      Date

\_\_\_\_\_  
Signature of Other Adult (18 or older)                      Date

### Record and Certification of Community Service and Self Sufficiency Activities

**Resident Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
**Social Security Number:** XXX-XX- \_\_\_\_\_

Date of Activity Mo/Day/Yr.	Type of Service Activity	Type of Training Program	Type of Educational Program	Number of Hours	Name of Company or Organization

			<b>Total Hours Should Equal 96</b>		

## XVI. Firearms, Weapons, Dangerous Objects and/or Materials

Residents, members of resident's household and guest are prohibited from displaying, using or possessing any illegal firearm (operable or inoperable) or other illegal weapons as defined by laws and courts of the State of Tennessee anywhere on the MHA properties.

1. Shotguns, short-barrel rifles, machine guns, etc.
2. Pellet guns, B.B. guns, air guns of any type
3. Archery equipment (bows, arrows, targets, etc.);
4. Knuckles;
5. Firearm silencers;
6. All types of sling shots or any device that could shoot a deadly projectile;

7. All sharp edged or pointed objects (i.e. switchblade, sword, knife with blades exceeding 4 inches etc.) used with the intent to threaten, intimidate, or harm another. All types of explosives, fireworks, explosive chemical(s);
8. All types of explosives, fireworks, explosive chemical(s);
9. Hoax device;
10. Any other type of instrument, object and/or material that may be deemed a weapon and or dangerous when used with the intent to threaten, intimidate, cause death or harm another that has no common lawful purpose.

**C. Residents, member of resident's household and their invited guest shall NOT:**

1. Discharge or use any firearm or other weapon on MHA's property except when in accordance with Federal, State and local laws;
2. Display or carry a firearm or weapon in any common area, except where the firearm or Weapon is being transported to or from the resident's unit or vehicle;
3. Allow, give or transfer to a Juvenile (any person less than eighteen years of age) a firearm, B.B. gun, air gun or spear gun while on MHA property;
4. Enter MHA's Property management office or Central Office possessing any firearms or illegal weapons as defined by Tennessee State Law;
5. Possess a handgun while under the influence of alcohol or any controlled substance while on MHA property.

**D. Residents, member of resident's household and their invited guest SHALL:**

1. Exercise reasonable care in the storage of loaded or unloaded firearms and ammunition.
2. When there is reasonable cause to believe this policy has been violated, have available for inspection a copy of any permit, license, or other documentation required by Federal, State, or local laws for ownership, possession, or transportation of firearms or other weapons, including a license to carry a concealed weapon.

## **XVII. Discrepancies, Errors and Fraud Policy**

### **A. Procedures for Addressing Discrepancies and Errors**

#### **B. Overview**

To promote income and rent integrity, MHA must investigate and research discrepancies and possible errors. MHA must use the HUD's EIV system as a tool to identify possible discrepancies in income reported by the tenant as well as identifying tenants who may be deceased or receiving assistance at more than one location or under more than one HUD rental assistance program.

#### **C. Program Violations**

When owners identify an error involving a tenant, they should first determine if the error constitutes a program violation. A program violation occurs when the tenant by action or inaction breaches a lease, regulation, or other program requirement. Tenant errors occur because tenants misunderstand or forget rules. Tenant errors are thought of as an unintentional program violation.

#### **D. Investigating and Discovering the Facts**

1. If MHA suspects that a tenant has inaccurately supplied or misrepresented information that affects the tenant's rent or eligibility, the MHA must investigate and document the tenant's statements and any conflicting information the MHA has received. To research questionable information, the MHA may:
  - a. Confront the tenant with the tenant's information and any conflicting information;
  - b. Obtain additional information from other persons or agencies; and
  - c. Take other actions to verify either the tenant's information or the conflicting information
  - d. MHA may not suspend, terminate, reduce or make a final denial of any benefits or a tenant until they MHA have taken appropriate steps to independently verify the tenant's information or the conflicting information.

#### **E. Notifying and Meeting with the Tenant**

1. After gathering the documentation, the MHA must notify the tenant in writing of the error and identify what information is believed to be

incorrect.

2. The tenant must have an opportunity, within 10 days, to meet with the MHA and discuss the allegations.
  - a. The MHA must also inform the tenant that failure to do so may result in the tenant's termination of tenancy.
  - b. The meeting with the MHA must be with a designated representative who has not been involved in any manner with the review of the allegedly false information.
  - c. The MHA must provide a written final decision, based solely on the facts presented and discussed at the meeting to the tenant within 10 days of the date of the meeting. The decision must also state the basis for the determination.
3. For tenants with a disability, the notice must be in a form accessible to the tenant, and the meeting must be held in a location accessible to the tenant.

#### **F. Determining the Outcome of the Investigation**

1. If the tenant meets with MHA to discuss the error and MHA is convinced the tenant's submissions were correct, the MHA should document the file accordingly and close the investigation.
2. If, after meeting with the tenant, the MHA determines that the provision of inaccurate information was an unintentional program violation, the MHA should correct the tenant's rent, if applicable, and provide the tenant with notice of the change in rent. If the tenant is unable to repay the full amount, the MHA and tenant should enter into a repayment agreement. (See Article V. Repayment Agreements).
  - a. If, after the income adjustment, the tenant is over income, the tenant may remain in the property, subject to making repayments and paying flat rent for 24 consecutive months.
  - b. The MHA may terminate tenancy if the tenant refuses to pay the new monthly rent or refuses to repay the previously overpaid subsidy/rent pursuant to the repayment agreement.
  - c. If necessary, civil action may be filed to recover the funds.
3. If the MHA determines the tenant knowingly provided inaccurate or

incomplete information, and this can be substantiated through documentation, the MHA needs to pursue the incident as fraud.

## **G. Procedures for Addressing Fraud**

### **H. Overview**

Some investigations may lead to the discovery of efforts by tenants or other parties to mislead the MHA and, possibly, to commit fraudulent acts that result in the receipt of benefits or rent subsidies for which the tenant is not eligible. If after following the procedures for investigating and researching questionable information, the MHA may determine that the tenant has knowingly provided inaccurate or incomplete information and will pursue the incident as fraud.

### **I. Criminal Violation (Fraud)**

A criminal violation would be fraud, which is considered deceit or trickery deliberately practiced gaining some advantage dishonestly. Fraud is an intentional deception; it cannot be committed accidentally.

### **J. Documenting Fraud**

To establish fraud, the tenant file must contain documentation showing the following:

1. The tenant was made aware of program requirements and prohibitions (i.e., all appropriate signatures are on the intake documents); and
2. The tenant intentionally misstated or withheld some material information. The strongest proof of fraud is an admission by the tenant. Fraudulent intent can also be demonstrated by documentation that:
  - a. The act was done repeatedly (i.e., not a one-time or accidental occurrence), or there was prior determination of fraudulent intent or conviction (e.g. signing false HUD-50058's);
  - b. False names or social security numbers were used;
  - c. The tenant falsified, forged, or altered documents;
  - d. The tenant omitted material facts that were known to the tenant (e.g., employment of self or other household members; or
  - e. The tenant made admission to another person of the illegal action or omission (e.g., boasting that he/she cheated, or telling an employer or neighbor that an "absent spouse" has moved as a tenant).

## **K. Taking Action to Address Fraud**

1. When fraud is present, the authorized course of action for MHA to take is termination of tenancy. An MHA authority to pursue eviction in case of tenant fraud is grounded in the material noncompliance provision contained in both the model lease and in the regulations [24 CFR 247.3]. Material noncompliance includes “knowing providing incomplete or inaccurate information.”
2. Fraud can be handled as a civil and/or criminal violation.
  - a. Fraud can be handled as a civil violation by using it as grounds for a termination of tenancy. Providing false information is a material noncompliance with the lease. The MHA must seek recovery for subsidy/rent overpayment by asking the court for judgment against the tenant.
  - b. Fraud is handled as a criminal violation when a local or federal prosecutor decides to prosecute the tenant for violation of a state or federal law. To convict the tenant, the prosecutor must show the court that the case contains all the elements of criminal fraud.
3. When a tenant is evicted for material noncompliance for submitting false, incomplete, or inaccurate information on household income or family composition required for certification or recertification, MHA must file a civil action against the tenant to recover improper subsidy payments. MHA may consider referring the case for prosecution as a criminal violation, if applicable. Prosecution may be pursued on the local, state, or federal level.

## **XVIII. Grievance and Appeal Policy**

When MHA’s action or failure to act has an adverse effect on a public housing applicant or resident’s rights, duties, welfare or status, the applicant will be afforded an informal review and the resident will be afforded a grievance hearing.

The grievance and appeal process described in MHA’s Reasonable Accommodation Policy and Procedures (Appendix II of the ACOP) shall be applied to those cases in which applicants or residents have been denied reasonable accommodation **requests**.

### **A. Applicant’s Informal Reviews**

1. Applicants denied program participation or removed from the waiting list shall be notified of such determination in writing and provided with 10 calendar days to request an informal

review, generally after initial interview. It is an applicant's responsibility to notify MHA when there is a change in address. Applicants whose mail is returned by the post office will be automatically withdrawn from the waiting list.

2. If MHA proposes to deny admission based on a family member's criminal record, upon request from the applicant, MHA will provide the family member with a copy of the criminal record either before or at the informal review and provide an opportunity to dispute the accuracy and relevance of that record.
3. Once a waiting list is closed, applicants that have not been selected, did not show to initial interview, or refused a unit without good cause (see Appendix I Definitions of this ACOP) will not be granted an informal review once the waiting list has been dissolved.
4. Requesting an informal review:

Applicants may request an informal review in writing to the address or fax number indicated on the adverse action notice. The request must be made within 10 calendar days from the date of the notice. The MHA, at its sole discretion, may schedule an informal review at the applicant's request, beyond this timeframe, on a case-by-case basis. MHA will schedule the review for the next available hearing date and forward written notification to the applicant.

1. Informal Review Procedures:

- a) The informal review will be conducted by designated MHA staff that shall listen to testimony or other evidence that the applicant may wish to present.
- b) Representatives from mixed finance developments may attend applicant's informal reviews to provide guidance on Low Income Housing Tax Credit (LIHTC) regulations and to explain reasons for denial of assistance.
- c) If the applicant fails to appear at a scheduled informal review, except for verifiable good cause (see Appendix I – Definitions of this ACOP), the applicant is in automatic default and the decision rendered by the designated MHA staff in their absence shall be final.



- d) The final decision shall be made in writing within 14 calendar days of the informal review. However, the informal reviewer's decision shall not abridge any other rights the applicants have under law.

## **B. Resident's Grievance and Appeal**

This resident grievance and appeal policy is based on the requirements, standards, and criteria set forth by U.S. Department of Housing and Urban Development, in the Code of Federal Regulations, Volume 24, Part 966-Lease and Grievance Procedures, with such modifications required by State and Local law. The policy shall be incorporated into and made a part of all the MHA Dwelling Leases for public housing governed by Part 966.

All residents of public housing are afforded ample opportunity for a fair and impartial hearing on matters involving the Public Housing Dwelling Lease executed between the resident and the MHA. This policy encompasses all other MHA instituted regulations which affect the resident's rights, welfare, or status, including victims of domestic violence under VAWA.

## **C. Applicability (Availability) and Exclusions**

The grievance and appeal procedure shall be applicable and available to all individual grievances, except in the following cases, which may not result in a lease termination:

### **1. Non-Public Housing Lease, Rental or Purchase Agreements**

This policy does not apply to the following Lease, rental or purchase agreements:

- The Section 23 and Section 10 Housing Assistance Payments Program
- The Section 8 Housing Assistance Payments Programs
- The Low-Rent Housing Ownership Opportunities Program (Turnkey II)

### **2. Disputes between residents not involving MHA.**

3. Residents filing a grievance on behalf of another resident who is not part of their own dwelling lease.

4. Residents that file a grievance together (otherwise referred to as a class grievance).

5. Negotiating Policy Changes: This policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and MHA. Only interpretations of policy may be grieved, not the policy itself.

6. Enterprise Income Verification (EIV) Discrepancies

7. Three-day lease terminations

Discrepancies in wages shown in data provided by the Enterprise Income Verification (EIV) system must be clarified through third party verifications to employers. For EIV versus Social Security Administration (SSA) benefit discrepancies, MHA should request the resident to obtain a current, original SSA benefit letter within ten (10) business days of the interview day.

**D. Definitions**

For this policy, the following definitions shall apply:

1. Property Manager or Site Man

Shall mean the representative of the MHA who is responsible for the day-day Operations and management of a public housing development. These responsibilities shall include, but are not limited to: lease enforcement, and property maintenance.

2. Administrative Officer:

Shall be appointed by the MHA Chief Executive Officer or designee. This person shall be responsible For all administrative details of the Grievance Hearings.

3. Complainant:

Shall mean any resident whose grievance is presented to the Property Manager or designee of the development in which they reside.

4. Development:

Shall mean a public housing facility, which is under the management of the MHA or its designee.

6. Elements of Due Process:

Shall mean an eviction action or termination of tenancy in the State or Local court in which the following procedural safeguards are present by state:

- a) Adequate notice to the resident of the grounds for terminating tenancy and for eviction;
- b) Opportunity for the resident to examine all relevant documents, records, and regulations of the MHA prior to the trial or grievance hearing for preparing a defense;

- c) Right of the resident to be represented by legal counsel;
- d) Opportunity to have their case heard before an impartial Hearing Officer(s) or Hearing Panel;
- e) Opportunity for the resident to refute the evidence presented by the MHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense the resident may have; and
- f) The right to a written determination based on evidence presented at grievance hearing.

#### 6. Grievance or Complaint

Shall mean any dispute which a resident may have with respect to an MHA action or failure to act in keeping with the provisions of the Public Housing Dwelling Lease or other MHA regulations. Such action or failure to act must adversely affect the rights, duties, welfare, or status of the resident bringing such dispute.

#### 7. Grievance Hearing:

Shall mean a proceeding at which a grievance is presented to a Hearing Officer(s) or Hearing Panel. Deadlines to request a grievance hearing by the resident are as follows:

- 1. Five (5) working days of the date of the Notice of a planned adverse action (e.g., lease termination, maintenance charges, fines, fees, etc.).
- 2. Ten (10) working days as of the date the grievance event occurred for any dispute.

#### 8. Hearing Officer(s)

Shall mean an individual appointed by the MHA Chief Executive Officer, as defined in Section E of this Chapter to serve on the Hearing Panel and render decisions on matters brought before it.

#### 9. Resident:

Shall mean the adult person or persons other than a live-in aide who resides in the unit and who has an executed Dwelling Lease with the MHA as the lessee of the dwelling unit. If no such person now resides in the unit, this shall refer to the remaining head of household of the original Lease who continues to reside in the unit.

## 10. Resident Advisory Board

The Resident Advisory Board (RAB) is a city-wide organization that is comprised of residents elected to represent the interests of and provide activities for residents of public housing. The current Board is comprised of seven (7) members representing six developments and a City-Wide President.

### **E. Hearing Officer(s)/Panel**

1. The Chief Executive Officer or designee shall appoint a volunteer pool of impartial persons to sit as Hearing Officer(s) to hear resident grievances.
2. MHA will solicit its volunteer pool of candidates from, but not limited too; local colleges, universities, organizations, agencies, private firms, civic groups, corporations, and the MHA resident advisory board members.

### **F. Informal Settlement of a Grievance**

3. As a condition prior to a grievance hearing, all grievances shall be personally presented, either orally or in writing, for informal settlement process to the Property Manager or designee so that the grievance may be discussed informally and settled without a grievance hearing. The resident may be requested to complete a grievance hearing request form.
4. The Property Manager or designee will hold an informal settlement conference with complainant to address grievance, complete the "*Summary of Discussion- Informal Settlement of a Grievance*" form, and provide a copy of the form to the complainant, which will specify the following:
  - Date of the conference
  - Names of the participants
  - Complaint
  - Disposition of Complaint
  - Procedures to request a grievance hearing, if unresolved
5. If the complainant is not satisfied with the results of the informal settlement process, the complainant may request a grievance hearing within five (5) working days from the date of receipt of the "*Summary of Discussion- Informal Settlement of a Grievance*" form. If the complainant does not request a grievance, the disposition of the grievance under the informal settlement process will become final.

### **G. Procedures for Obtaining a Grievance Hearing**

1. Requesting a Grievance Hearing  
Residents must request a grievance hearing in writing within five (5) business days of receiving the results of the informal settlement process

(see Section F of this Chapter) from their Property Manager or designee, subject to Section C of this Chapter. The written request must specify:

- a) The reason(s) for the grievance; and
- b) The action or relief sought.

2. Scheduling a Grievance Hearing

Upon compliance by a resident with provisions of this policy, a grievance hearing shall be scheduled within 30 days from receipt of the request for the next available date. By written notification from the MHA, the date, time, location, and the procedures governing the grievance hearing will be made available to all parties to the complaint.

3. MHA may establish an expedited grievance procedure in the following circumstances, bypassing the requirement for informal settlement:

- a) Terminations or evictions that involve any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MHA's premises by other residents or MHA employees; or
- b) Terminations or evictions that involve any drug-related or violent criminal activity on or off such premises.

4. Grievance Hearings by Telephone

A grievance hearing may be held via telephone conference, if requested no less than three(3) business days prior to the grievance hearing, in situations where a health condition or mobility prevents any of the parties from attending the grievance hearing in person. A grievance hearing via telephone conference for any other reason shall be at the discretion of the MHA. Grievance hearings held by telephone conferences are not allowed simply for the convenience of any of the parties.

## **H. Procedures for the Conduct of Grievance Hearings**

1. Venue

The grievance hearing shall be held before the Hearing Officer(s) or Panel at MHA's main office or the development in which the complainant resides, unless otherwise relocated for good cause.

2. Due Process:

The parties may be represented by legal counsel or another person chosen as a representative.

- a) At the request of the resident, the opportunity will be provided to the resident to examine before the grievance hearing and, at the resident's expense, to copy all documents, records, and regulations of MHA that are relevant to the grievance hearing, unless otherwise prohibited by law and in the event of hardship. In the event MHA does not comply with a request to provide the resident with a copy of their file prior to the grievance hearing, MHA is prohibited from relying on the contents of the file at the grievance hearing as set forth in the federal regulations. Therefore, any document not so made available after a request by the resident may not be relied on by MHA at the grievance hearing.
- b) The resident or their representative has the right to present evidence and arguments in support of their complaint, to controvert evidence relied on by the MHA or the Property Manager, and to confront and cross-examine all witnesses on whose testimony or information the MHA or the Property Manager relies.
- c) MHA will provide reasonable accommodations to persons with disabilities for equal opportunity to participate in the grievance hearing (see Appendix II of this ACOP).
- d) Limited English Proficiency (LEP) persons have the right to be provided with assistance in accordance with the LEP provision.
- e) The resident has the right to a swift decision, rendered, and based only on the evidence presented at the Grievance Hearing.

### 3. Failure to appear

- a) If the complainant should fail to appear for a scheduled grievance hearing, the hearing officer may postpone the hearing for up to five (5) business days or may decide that the absent party has waived their right to a grievance hearing. However, the complainant maintains the right to challenge MHA's disposition of the grievance in an appropriate judicial proceeding.
- b) The complainant shall be notified of the determination by MHA Administrative Officer. A determination that the complainant has waived their rights to a grievance hearing shall not constitute a waiver of any right that the complainant may have to contest the disposition of

the complaint in an appropriate judicial proceeding.

#### 4. Showing of Entitlement

At the Grievance Hearing the complainant must first make a showing of an entitlement to the relief sought. Thereafter, MHA has the burden of justifying the action or failure to act, against which the complaint directed.

#### 5. Conduct of Grievance Hearings

The Grievance Hearing shall be conducted by the Hearing Officer(s) and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The Hearing Officer(s) shall require MHA, the complainant, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer(s) may result in exclusion from the proceedings, decisions adverse to the interest of the disorderly party, or denial of the relief sought, as appropriate.

#### 6. Verification

The Hearing Officer(s) must verify any document provided by the resident, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance

#### 7. Transcript of Hearings

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

### **I. Decision of the Hearing Officer(s)**

#### 1. Decision

The decision of the Hearing Officer(s) shall be based solely and exclusively upon the facts and evidence presented at the grievance hearing, mitigating circumstances, and upon applicable MHA and Federal regulations and requirements. Within 14 calendar days of the grievance hearing, the Hearing Officer(s) shall prepare a written decision, which shall contain the reasons supporting such decision. A copy of the decision shall be sent to complainant by MHA. The MHA shall retain a copy of the decision in the resident's lease file, such other folder or electronically.

The Hearing Officer(s) must reach a majority decision. However, when members are not in agreement, the Hearing Officer(s) may refer the case to the MHA Chief Executive Officer or designee for the final decision, who may request additional information and/or interview with the resident, if deemed necessary. The decision of the Hearing Officer(s) will be binding unless the MHA Board of Commissioners determines that:

a) the grievance does not concern MHA action or failure to act in accordance with or involving the complainant's lease on MHA regulations, which adversely affects the complainant's rights, duties, welfare or status; or

b) The decision of the Hearing Officer(s) is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and MHA.

The Hearing Officer(s) decision, however, shall not abridge any other rights the residents have under law.

## 2. Continuing Rights

A decision by the Hearing Officer(s) in favor of MHA, or which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of, or affect in any manner whatever, their rights. Nor shall the decision affect in any manner whatever, any rights the complainant may have to a trial or other review in any judicial proceeding which may thereafter be brought in a matter.

## 3. Copies of Grievance Hearing Decision Letters

Copies of grievance hearing decision letters in addition to any documents or testimony presented at the grievance hearing are kept on file electronically.

## **J. Eviction Actions**

If a resident has requested a grievance hearing in accordance with Section G of this Chapter, the eviction procedure is suspended until the Hearing Officer(s) produces its written decision. If the Hearing Officer(s) upholds the decision of MHA to terminate the tenancy, eviction proceedings may be instituted immediately. If the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action brought against them which may require that they pay court costs



and attorney fees.

## **XIX. Pet Ownership Policy**

- A. Pet ownership is permitted** to residents of public housing subject to compliance under this Policy. A pet may be disallowed to a pet owner for failure to comply with the Pet Policy.
- B. A resident or prospective resident must obtain written permission** from the site manager, Property Manager or designee before keeping any pet on or about the premises. The prospective pet owner may only obtain written permission for a pet by meeting all the applicable Lease Agreement and Pet Policy requirements and by participating in the mandatory pet registration. The pet owner must register their pet according to all requirements of the Policy before bringing the pet onto the premises. Pet owners must comply with all terms of the Lease Agreement and the Policy.
- C. The Only Animals Allowed as Pets** are common household pets. The definition of a common household pet is “A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, which is traditionally kept in the home for pleasure rather than for commercial purposes.” This definition does not include any reptiles other than turtles.

The list of animals not allowed as pets also includes (but is not limited to) 1) raccoons, snakes, monkeys and pigeons, chickens, pot-bellied pigs, rabbits, insects, rodents, arachnids or ferrets or other animals whose natural protective mechanisms pose a risk to small children 2) Any animals that are determined to constitute a nuisance or a threat to the health or safety of other residents, visitors, employees and/or any other persons on or about the premises are prohibited 3) any animals deemed vicious under state or local law.

- D. Pet Registration** pets must be registered with the Property Manager/Landlord before they are brought onto the premises. Registration includes photographs and documentation signed by a licensed veterinarian that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date. Pets will not be approved to reside in a unit until completion of the registration requirements The Landlord will not register an animal that is not a common household pet. 2) If resident has previously been charged with animal cruelty under state and local laws or has been relinquished or prohibited from future pet ownership by a court order 3) Landlord reasonably determines that resident is unable to keep the pet in compliance with the pet rules and other lease obligations 4) Pets temperament and behavior may also be considered as a factor and 5) If Residents fails to fully complete the pet registration process listed below.

If the Landlord refuses to register a pet, a written notification will be sent to the Resident within 10 business days of Landlord's decision. The notice will

state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with Landlords grievance procedures.

**E. Pet Deposit** all owners of a dog or cat shall pay an additional \$300 pet deposit to cover possible damages that the pet might cause in the development. The deposit for the birdcage or fish tank is \$50 (limited to two (2) twenty-gallon tanks per household). If requested, the Landlord may offer the Resident a payment plan for the pet deposit of \$50 up front and \$50 payable the following months not to exceed six months and two months for birds and fish. The resident shall receive a refund of the pet deposit when the resident no longer owns a pet, or when they vacate the unit less the damages caused by the pet during occupancy. Charges for pet-related damages are not part of rent payable by the resident.

1. Please note that if the resident permanently removes the registered pet from the unit or the pet dies, the agency will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the removal of the pet and unit has been assessed by management for pet damage. Also, any subsequent pet must meet the conditions of this policy. Therefore, a new pet permit application must be filed with the Landlord prior to the pet's residency within your unit. In this case only, the security deposit will be waived.
2. Upon vacating the premises, the Landlord will refund the pet security deposit to residents, less the cost of any damages caused by the pet to the dwelling unit within 30 days of move- out inspection. The resident will be billed for any amount that exceeds the pet deposit. If the Landlord does not intend to impose a claim on the pet security deposit, the Landlord shall have thirty (30) days to return the pet security deposit so long as the Resident furnishes Landlord with a forwarding address. If any deductions are made, Landlord will furnish the Resident with a written statement of any such costs for damages and/or other charges deducted from the pet security deposit sent by certified mail to the Resident's last known mailing address within thirty (30) days after the Resident has moved out. Failure by the Resident to give the required 30 days' notice of intent to vacate will relieve the Landlord of the 30 days' notice requirement but shall not waive any right the Resident may have to the pet deposit or any part of it. Pet deposits will be maintained by the Landlord in a separate account.

#### **F. Revocation of Pet Ownership**

Pet ownership may be revoked at any time subject to the Landlord's grievance procedure, if the animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:

1. The weight of any pet is not to exceed 25 pounds at the age of maturity.

2. The designated area for walking pets and waste elimination will be determined at each site individually.
3. Every resident owning a pet must abide by local ordinances pertaining to inoculations, licenses, and leash laws. Proof of such compliance must be shown when the pet is first registered and at annual re-examinations.
4. All cats and dogs must be spayed or neutered. Certification of the applicable operation must be submitted during initial registration or within 30 days of the pet reaching six (6) months of age. Exceptions may be made upon a veterinary certification that subjecting this pet to the procedure that would be temporarily or permanently medically unsafe or unnecessary.
5. Animals that are exotic, unusual or different from normal household pets, such as monkeys, raccoons, snakes, pigeons, etc., or which are determined to constitute a nuisance to the health or safety of other residents and/or Department employees, are prohibited.
6. No pet may be kept in violation of state humane or health laws, or local ordinances. (Pit bulls, Doberman Pinschers, Rottweilers, Chow or Boxer breeds, including any mixed breeds thereof are not permitted as pets unless in compliance with local and state laws ordinance).
7. Dogs and cats shall remain inside the resident's unit unless they are on a leash and directly controlled by the owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
8. Residents are responsible for cleaning up after their pets. All animals must be fed on the resident's property or in the apartment. Pet waste must be discarded immediately.
9. Residents shall take adequate precautions to eliminate any pet odors within or around their unit and maintain the unit in a sanitary condition at all times. Residents are to provide for proper pet maintenance and disposal of waste.
10. Resident must promptly dispose of waste from litter boxes and maintain litter boxes in a sanitary manner. Litter shall not be disposed of by being flushed through the toilet.
11. The resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or any other such activities.

12. Dogs and cats shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
13. If pets are left unattended for 24 hours or more, the Landlord may enter to remove the pet and transfer it to the proper authorities. The Landlord accepts no responsibility for the pet under such circumstances. Residents are to identify an alternative custodian for their pet in the event of illness or other absence from the unit. Landlord may contact the appropriate state or local agency and request removal of the pet.
14. Residents are responsible for all damages, including costs of fumigation, caused by their pets.  
Owners are also responsible for any personal injuries attributable to the pet. Owners of dogs and cats will be assessed a maintenance charge for each occasion that the maintenance staff needs to clean up after the pet.
15. The resident must be present during a scheduled dwelling unit inspection of a unit occupied by all pets, unless the pets consist only of fish or other self-contained animals. Otherwise, if the resident cannot be present the pet must be placed in a kennel or cage. If the resident fails to restrain the pet as required and the pet gets loose, MHA staff will not be held responsible.
16. Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.
17. Residents must maintain pets responsibly, in accordance with Landlord's policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.
18. Pets are not permitted in common areas except for those common areas which are entrances to and exits from the building.
19. Landlord may designate buildings, floors of buildings or sections of buildings as no-pet areas where pets generally may not be permitted. Landlord may not designate entire development as a no-pet area.
20. Resident shall not alter their unit, patio, premises or common area to create an enclosure for any animal. Installation of pet doors is prohibited.
21. Resident is responsible for adequate care, nutrition, exercise and medical attention for their pet.
22. Resident shall not tether or chain a pet inside or outside the dwelling unit at any time.

23. Residents are not permitted to “pet-sit” other people’s pets or animals. Residents shall not allow their guest or visitors to bring any animal prohibited under this Pet Policy to their dwelling unit or the premises.
24. Residents are prohibited from feeding or harboring stray animals. This does not apply to visiting pet programs sponsored by a Human Society or other non-profit organizations approved by the Landlord. This will be evaluated on a case-by-case basis.
25. Landlord has the right to inspect a Resident’s unit without prior notice if Landlord has reason to suspect the pet is not being cared for or if the Resident is unable to properly care for the pet.
26. All complaints of cruelty and all pet bites will be referred to animal control or an applicable agency for investigation and enforcement.
27. Resident that have been approved for pet ownership must sign the Pet Agreement with the Landlord [Attachment A]. Which certifies that Resident understands and agrees to abide by the Landlord
28. Pet Policy incorporated within the Landlord’s Lease Agreement.
29. If Resident’s pet give birth to a litter, the resident shall within 6 weeks from birth remove all animals. Resident is only allowed to retain one common household bet in their unit.
30. The number of four legged, warm-blooded pets is limited to one such pet in each dwelling unit.

**G. Notice of Violation(s):** all residents who own pets will abide by the above stipulated guidelines and will sign a copy of the provision governing ownership and care of pets. Residents who violate these rules are subject to:

1. The Landlord issuing the Resident a written notice stating the violations and the resident will have 10 days from the effective date of the service of the notice to correct the violation(s). Landlord may not ask the Resident to have any pet’s vocal cords removed.
2. If the Resident refuses or fails to correct the violation(s) in 10 days, the Landlord will then serve the Resident with a written notice to remove the pet.
3. If the Resident refuses or fails to remove the pet within 30-days of the

written notice the Landlord will then issue a lease termination. The resident will have a right to request a grievance under the Landlord's grievance and appeal policy.

4. In the event of EMERGENCY REMOVAL, the Landlord will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by the resident or referring the situation to the appropriate state or local entity authorized to remove such animal. If the pet is removed because of aggressive act on the part of the pet, the pet will not be allowed back on the premises. All cost will be the responsibility of the Resident (shelter facility fee, removal fee, quarantine, medical treatment, and/or euthanasia fees).

## **XX. Assistance Animal Policy**

- A. Assistance Animals are Not Considered Pets.** They are to be used to give assistance to persons with disabilities (a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded as having such impairment) and are necessary as a reasonable accommodation. Assistance animals are also referred to as service animals, support animals or therapeutic animals. An assistance animal may be disallowed to an owner for failure to comply with the assistance animal policy.
- B. A Resident, or Prospective Resident, Must Obtain Written Permission** from the site manager, Property Manager or designee before keeping any assistance animal on or about the premises. Written permission shall not be unreasonably denied. The assistance animal owner must register their assistance animal according to all requirements of the Policy before bringing the assistance animal onto the project premises. Assistance animal owners must comply with all terms of the Lease Agreement and the Policy.
- C. Deposit** owners of assistance animals are not required to pay a pet deposit described herein. Notwithstanding this exception from having to pay a deposit does not exclude the assistance animal owner from liability for any damages caused to the premises by such assistance animal.
- D. Nuisance** any assistance animals that are determined to constitute a nuisance or a threat to the health or safety of other persons on or about the premises are prohibited.
- E. MHA will Only Allow a Resident's or Prospective Resident's Assistance Animal to Reside in the Resident's Unit If:**
  1. The requested animal assists the person with a disability;
- F. Revoke Ownership** assistance animal ownership may be revoked at any time subject to the Landlord grievance procedure, if the assistance animal becomes destructive, a

nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:

1. The assistance animal owner must use the designated area for walking assistance animals and waste elimination that is determined at each site individually.
2. Every resident owning an assistance animal must abide by state and local Animal Control ordinances pertaining to inoculations, licenses, and leash laws. Proof of such compliance must be shown when the animal is first registered and at annual re-examinations.
3. No assistance animal may be kept in violation of state humane or health laws, or local ordinances.
4. Dogs and cats that are assistance animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guinea pigs, etc. must always be confined to a cage.
5. Residents are responsible for cleaning up after their assistance animals. All assistance animals must be fed on the resident's property or in the apartment.
6. Owners of assistance animals must care for their animals in such a way as to ensure that their premises are maintained in a clean and sanitary condition.
7. Owners of assistance animals must control their animals in such a way as to ensure that their animals do not interfere with their neighbors' rights to enjoy their premises in a safe and peaceful manner. The assistance animals must not be a nuisance or threat to the safety of other residents, visitors, Landlord employees and/or any other persons on or about the premises are prohibited.
8. Assistance animals shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
9. If an assistance animal is left unattended for 24 hours or more, the Landlord may enter to remove the animal and transfer it to the proper authorities. The Landlord accepts no responsibility for the animal under such circumstances. Residents are to identify an alternative custodian for their assistance animals in the event of illness or other absence from the unit.

**G. Waiver** MHA will consider a waiver to any of the provisions of the Assistance Animals section of this Policy regarding assistance animals on a case-by-case basis, should any

of the provisions of the Policy conflict with a resident's bona fide right to an assistance animal where such animal is necessary to a resident as a reasonable accommodation.

**H. Violation(s)/Removal** all residents who own assistance animals will abide by the above-mentioned guidelines and will sign a copy of the provision governing ownership and care of the assistance animal. Residents who violate these rules are subject to:

1. The Landlord issuing the Resident a written notice stating the violations and the resident will have 10 days from the effective date of the service of the notice to correct the violation(s). Landlord may not ask the Resident to have any pet's vocal cords removed.
2. If the Resident refuses or fails to correct the violation(s) in 10 days, the Landlord will then serve the Resident with a written notice to remove the pet.
3. If the Resident refuses or fails to remove the pet within 30-days of the written notice the Landlord will then issue a lease termination. The resident will have a right to request a grievance under the Landlord's grievance and appeal policy.
4. In the event of Emergency Removal, the MHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by the resident or referring the situation to the appropriate state or local entity authorized to remove such animal if the pet is removed because of aggressive act on the part of the pet, the pet will not be allowed back on the premises. All cost will be the responsibility of the Resident (shelter facility fee, removal fee, quarantine, medical treatment, and/or euthanasia fees).

## **XXI. Relocation Policy**

### **A. Relocation of Residents**

1. Temporary Relocation: Residents that are displaced from their units for less than 12 months due to modernization are placed under temporary relocation. MHA must provide temporary relocation tenants with:
  - a) A written notice of the dates and duration of the temporary relocation at least 30 days prior to the relocation taking place;
  - b) Information on alternative housing available; and
  - c) Reimbursement for all reasonable out-of-pocket expenses, including the cost of moving to and from the temporary housing and any increase



in monthly rent/utilities costs, upon presentation of acceptable receipts.

Refer to the Public Housing Policies and Procedures Manual, *Relocation of Residents Due to Modernization* for detailed procedures.

2. Permanent Relocation: Residents that are displaced from their units for 12 months or more due to modernization of public housing units are placed under permanent relocation and may be relocated to comparable vacant public housing units based on availability. The impacted residents will not be considered part of the public housing transfer waiting list and will be provided with:
  - a) Applicable meeting(s) to inform of available or potentially available alternative housing which may include new acquisition(s) of public housing units.
  - b) Written Information on alternative housing which may include new acquisition(s) of public housing units that may be under HUD-approval process.
  - c) Written notice of the date of relocation and other requirements in accordance with the Uniform Relocation Act (URA), if applicable.
  - d) Reimbursement of reasonable out-of-pocket expenses, including moving expenses, upon presentation of acceptable receipts.
3. After all affected residents have been permanently relocated, any remaining vacant units in a new acquisition development may be filled from the transfer list or waiting list.
4. MHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident chooses to permanently relocate with assistance at URA levels, MHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed project.
5. For residents that elect temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA. If a resident elect to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation and may not be reduced by the amount of any temporary relocation assistance.)

6. In such event, MHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed unit), or choose to permanently relocate with URA assistance. MHA may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the MHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

**B. Emergency Due to Physical Hazard: Displaced Residents**

1. When residents displaced due to physical hazards MHA will provide an emergency transfer when there is damage to a family's unit or building, or the site poses an immediate hazard to the life, health, or safety of an occupant,
2. If alternative accommodations are available and the development cannot make the necessary repairs within a reasonable amount of time, the development is required to provide the family with alternative housing,
3. The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted,
4. Any condition that would produce an emergency work order would qualify a family for an emergency transfer if the repairs cannot be made within 24 hours. In emergency situations when no other appropriate public housing units are available, the development will cover the cost of hotel accommodations until repairs are made or a transfer to alternative housing is completed,
5. In an emergency, if a resident must be temporarily relocated for the duration of the emergency situation from a unit that had cooking facilities to a temporary unit that lacks basic cooking facilities (e.g., a hotel), the development will reimburse the increased out of pocket costs for meals. A resident who has been moved to such a location in an emergency situation must be returned to their original unit or relocated to other decent, safe, and sanitary housing within a reasonable amount of time after the emergency has abated.

**C. Temporary relocation (URA and non-URA relocation assistance)\*. Residential tenants, who will not be required to move permanently, but who must relocate temporarily (e.g., to permit property repairs), shall be provided:**

1. Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary housing and any increase in monthly rent or utility costs. The party responsible for this requirement may, at its option, perform the services involved in temporarily relocating the tenants or pay for such services directly; and
2. Appropriate advisory services, including reasonable advance written notice of the date and approximate duration of the temporary relocation; the suitable (and where appropriate, accessible), decent, safe, and sanitary housing to be made [available](#) for the temporary period; the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex following completion of the repairs; and the right to financial assistance provided under [paragraph \(e\)\(1\)](#) of this section.

**\*This section is in accordance with 24 CFR 290.17**

#### **D. Required Notices to Residents**

1. MHA is responsible for providing notice to residents that need to be relocated. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are informed of their potential rights and the relocation assistance available to them. During initial meetings with residents MHA should inform residents that if they choose to move after receiving a written General Information Notice (GIN), but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance.
2. **General Information Notice** (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B)) As soon as feasible in the planning process, MHA must provide each resident with a written GIN to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided as soon as feasible. Under RAD, MHA must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:
  - a) Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
  - b) Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the

resident successfully relocate;

- c) Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- d) Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- e) Describe the resident's right to appeal the MHA's determination as to a person's eligibility for URA assistance.

#### **E. RAD Notice of Relocation**

If a resident will be relocated to facilitate a RAD conversion, MHA will provide notice of such relocation (RAD Notice of Relocation). MHA will issue this notice upon the receipt of the RCC from HUD, which is the ION date. If residents will not be relocated, notice of relocation is not required, but MHA should notify them that they are not being relocated. The RAD Notice of Relocation must conform to the following requirements:

- 1. The notice must state the anticipated duration of the resident's relocation.
- 2. MHA must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated. Longer notice may be appropriate if necessary due to personal needs or circumstances.
- 3. Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the MHA makes available comparable replacement dwellings consistent with 24.204(a).
- 4. Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once MHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).
- 5. The notice must describe the available relocation assistance, the

estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.

6. The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
7. The notice must state that MHA will reimburse the resident for all reasonable out-of-pocket expenses incurred because of any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

**F. Notice of Intent to Acquire** (49 CFR 24.203(d)) For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire (“Notice of Intent to Acquire”) prior to the ION date with HUD’s prior approval. Once the Notice of Intent to Acquire is provided, a resident’s eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date. Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date.

**G. URA Notice of Relocation Eligibility** – for residents whose temporary relocation exceeds one year (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C)). After a resident has been temporarily relocated for one year, MHA must provide a notice of relocation eligibility in accordance with URA requirements (“Notice of Relocation Eligibility”). This notice is not required if the resident has already accepted permanent relocation assistance. The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- a. MHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- b. The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- c. If the resident chooses to accept permanent URA relocation assistance

and such assistance requires that the resident move, the resident will receive 90 days advance written notice from MHA of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). MHA will begin the 90-day time-period once at least one “comparable replacement dwelling” has been made available as set forth in 49 CFR 24.204(a).

## **H. Right to Return**

- a. Residents that are temporarily relocated retain the right to return to the project once it has been completed and is in decent, safe, and sanitary conditions. The period during which residents may need to be temporarily relocated is determined by the period of rehabilitation or construction, which will be specific to each project.
- b. If proposed plans for a project would preclude a resident from returning to a RAD project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, MHA must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, MHA must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledge that acceptance of such assistance terminates the resident’s right to return to the project.
- c. In obtaining this consent, MHA must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. MHA cannot employ any tactics to pressure residents into relinquishing their right to return or accepting permanent relocation assistance and payments. MHA may not terminate a resident’s lease if it fails to obtain this consent. MHA must keep documentation of such information provided to residents and such consent by residents. MHA and participants must properly brief residents on their housing and relocation options and must keep auditable written records of such consultation and decisions.
- d. In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

## **I. Good Standing Requirement for Returning Residents**

Residents will be considered for transfers if the head of household and

any other family members:

- a. have not engaged in criminal activity that threatens the health and safety of residents and staff;
- b. do not owe back rent or other charges, or evidence a pattern of late payment;
- c. meet reasonable housekeeping standards and have no housekeeping lease violations;
- d. in compliance with the lease; and
- e. able to connect utilities in the name of an adult family member (applicable only to properties with tenant-paid utilities).
- f. Returning residents, 18 years of age and older, are exempt from pre-admission screening, including credit and criminal background checks

#### **J. Evictions for Cause**

If MHA determines that a resident was lawfully evicted for serious or repeated violations of the lease, and the eviction was not undertaken for evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).

## **XXII. Small Scale, In-Home Business Policy**

**A. Overview:** to allow home-based businesses yet preserve the livability and peaceful atmosphere of its developments, the MHA shall require any family member who is listed on the lease and desires to initiate a small-scale in-home business to seek written permission from the Property Manager or designee to start a Home-based Business form before undertaking the business venture.

**B. Requirements:** MHA will not consider business activity to occur in the dwelling unit until ALL conditions are met:

**C. Generally Acceptable home-based businesses include but not limited to:**

- 1. Childcare (must follow state and local requirements)
- 2. Sewing and clothes alterations

3. Arts and Crafts
4. Book-Keeping, tax preparation etc.
5. Word processing secretarial work
6. Cosmetics/hairdressing
7. Telephone sales/ telemarketing
8. House cleaning services
9. Specialty cooking and catering
10. Small appliance repairs

**D. Deciding Factors** in deciding whether to approve a resident's request to operate a small-scale, in- home business, the MHA will consider the following factors, especially regarding whether the business is incidental to the primary use of the unit as a residence:

1. The amount of traffic (pedestrian and vehicular) the business will generate;
2. Whether the traffic will create problems with neighbors and the extent of the problems;
3. The potential strain of such traffic on the building, grounds, roads or parking area, and environment (e.g., garbage generated, dumping of waste materials);
4. The extent of any noise the business will generate;
5. The degree to which the traffic and noise will disturb the normal atmosphere of the neighborhood;
6. The location of the dwelling where the business will be conducted;
7. The number of dwellings affected by possible adverse effects;
8. The type and size of any equipment necessary for the business;
9. The usage of utilities and who pays for any creased usage;
10. Potential liabilities requiring insurance coverage; and
- 11.The resident has no current or unresolved lease violation notices;



12. The safety of the residents.

**E. Income** net income (i.e. income less any expenses incurred by the business) received from the operation of a resident-owned business are considered earnings and may be included in the calculation of annual income during annual reexamination according to federal regulations.

## **XXIII. Smoke Free Policy**

### **A. Purpose**

The ultimate objective is to have a smoke free facility, while at the same time respecting the rights of residents who are smokers. Out of concern for the effects that second-hand smoke has on those with respiratory or other health related conditions, Memphis Housing Authority has adopted a smoke free policy.

### **B. Prohibited Areas Indoors/outdoors**

1. Smoking shall be prohibited in all enclosed areas of the development. This includes, but is not limited to, the community building, all common areas, individual apartments, hallways, stairs, elevators, restrooms, and any other enclosed areas.
2. MHA shall prohibit smoking in all outdoor areas, including decks and patios, except in the designated smoking areas. This area is physically accessible to all residents, and located a reasonable distance 25 feet from any apartment building to ensure that tobacco smoke does not enter the enclosed areas of the development.

### **C. Signage**

1. Designated Areas - MHA will post signs for designated smoking areas. These signs must be accessible to all residents and visitors (including persons with disabilities). MHA may provide designated smoking areas to accommodate residents and their guests that smoke.
2. No smoking signage - MHA will not post smoking signs throughout the development. These signs must be accessible to all residents and visitors (including persons with disabilities).

### **D. Enforcement and Monitoring**

1. MHA will enforce smoke-free policies when a resident is violating the policy.

When enforcing the lease, MHA must provide due process and allow residents to exercise right to an informal settlement process and a formal hearing, pursuant 24 CFR § 966 Subpart B. MHA may not evict for a single incident of smoking, in violation of a smoke-free policy.

2. All Tenants shall sign a lease addendum to comply with the smoking prohibitions and agree to smoke only in the outdoor designated area.
3. MHA will work with resident councils, provide residents with information on cessation assistance, post notices, and distribute information to residents about the smoke-free policy.
4. All residents must sign the lease amendment as a condition of their continuing occupancy.
5. MHA will use a graduated enforcement approach that includes, verbal warnings, written warnings, counseling programs, referrals, probation, and fines prior to pursuing tenant eviction for violated the smoke-free policy.
6. After exhausting all the graduated enforcement approaches if the resident and its household members and invited guest repeatedly to violate this policy a lease termination will be issued.

#### **E. Reasonable Accommodation Requests**

Addiction to nicotine or smoking is not a disability. MHA must still provide reasonable accommodations to persons with disabilities who smoke that are in compliance with the requirements of the MHA's smoke-free policies. All requests shall be in accordance with MHA's Reasonable Accommodation Policy.

## ADDENDUM

### *Smoke Free / No Smoking*

The ultimate objective is to have a smoke free facility, while at the same time respecting the rights of residents who are smokers. Out of concern for the effects that second-hand smoke has on those with respiratory or other health related conditions, Memphis Housing Authority has adopted a smoke free policy.

#### **REGULATIONS OF SMOKING INDOORS:**

- Smoking shall be prohibited in all enclosed areas of development. This includes, but is not limited to, the community building, all common areas, individual apartments, hallways, stairs, elevators, restrooms, and any other enclosed areas.

#### **REGULATION OF SMOKING OUTDOORS:**

- Notwithstanding the above prohibition on smoking in enclosed areas, MHA shall also prohibit smoking in all outdoor areas, including decks and patios, except in the designated smoking area. This area is physically accessible to all residents and located 25 feet from any building to ensure that tobacco smoke does not enter the enclosed areas of the development.
- Residents and guests can use the outdoor designated smoking area at any time but must not infringe on any resident's right to the quiet enjoyment of their apartment.

#### **NO SMOKING POLICY AGREEMENT**

I understand that MHA has a Smoke Free Policy that prohibits smoking in any of the common areas, within any enclosed areas of the complex including individual apartments, decks and patios of the complex. I also understand that there is a designated smoking area that MHA residents and guests who smoke may use. A violation of this Agreement may result in a lease termination.

I have received and read a copy of the MHA Smoke Free Policy and agree to abide by its provisions.

\_\_\_\_\_  
Applicant/Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse or Co-Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Another Adult (18 & older) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent of MHA

\_\_\_\_\_  
Date

## **XXIV. Solicitations Policy**

### **A. Overview**

Without written permission from the Division Director or designee solicitation/distributions of any Materials is prohibited on our properties. Violators of this policy will be required to leave the premises and be subject to trespassing charges. Resident's that violate this policy may receive a warning, fine and/or lease termination.

1. Door-to-door solicitation for the sale of goods and services is prohibited.
2. Political Activities
  - a) Door-to-Door canvassing, campaigning, or distribution of campaigning materials for an elected official or candidate is permissible in a development that is not secured
  - b) Elected officials, political organizations, and declared candidates and their representatives must request authorization in writing from the Division Director or designee to hold an event in a community space. Community space is a room designated for community usage, which may not be available in every community development community development.
  - c) The request for authorization to hold the activity must include date, time, approximate duration, and names of participants. The MHA reserves the right to request additional information;
  - d) In lieu of approving a campaigning event for individual candidates, the MHA may designate a time and date where political candidates can address the residents of a development or group several requests into one event. If the activity is held during non-business hours, the requestor(s) must agree to bear the cost of any expense incurred by the MHA.

## **XXV. Transfer Policy**

### **A. Overview**

1. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. [24 CFR § 100.5]
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Property Manager or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.
4. Resident agrees that if MHA determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, MHA shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
5. MHA may move a Resident into another unit if it is determined necessary to rehabilitate or demolish Resident's unit.
6. If a Resident makes a written request for special unit features in support of a documented disability, MHA shall modify Resident's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, MHA may transfer Resident to another unit with the features requested at MHA's expense.
7. A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features at MHA's expense should a Resident with disabilities need the unit.
8. In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by MHA. Resident shall be given 15 days' time in which to move following delivery of a transfer notice. If Resident refuses to move, MHA may terminate the Lease.
9. Involuntary transfers are subject to the Grievance Procedure, and, other than emergencies, no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
10. If during the terms of this Lease, a resident, because of physical or mental impairment is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and the Landlord cannot make any reasonable accommodation that would enable the Resident to comply

with the Lease then the Landlord will assist the Resident or designated member(s) of the resident's family to find more suitable housing and move the Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving the Resident, Landlord will work with appropriate agencies to secure suitable housing and will terminate the lease. At the time of admission, all Residents must identify an emergency contact.

11. MHA will consider any Resident request for transfers in accordance with this Policy.

## **B. Types of Transfers**

1. Demolition, Disposition, Revitalization or Rehabilitation, including Rental Assistance Demonstration (RAD) Conversions.

- MHA must provide transfers or alternative housing to families when necessary to demolish, sell, or do major revitalization or rehabilitation work at a building or site.

2. Emergency Due to Physical Hazards

In certain cases, PHAs must provide an emergency transfer when there is damage to a family's unit or building, or the site poses an immediate hazard to the life, health, or safety of an occupant. If alternative accommodations are available and the PHA cannot make the necessary repairs within a reasonable amount of time, PHAs are required to provide the family with alternative housing. The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted.

Examples of such unit or building conditions may include:

- Fire damage;
- A gas leak;
- Lack of water or heat in the building during the winter;
- Toxic contamination; or
- Serious water leaks.

any condition that would produce an emergency work order would qualify a family for an emergency transfer if the repairs cannot be made within 24 hours.

3. Emergency Due to Other Causes

- Alleviate a verified medical condition or a life-threatening nature;
- Alleviate a threat assessed by law enforcement professional; or

- Protect members of the household from criminal activity at the property or in the neighborhood.

#### 4. Reasonable Accommodation

MHA may authorize reasonable accommodation transfers when a family member requires an accessible unit due to a disability. Reasonable accommodation requests are tenant-initiated. MHA will not force a family to transfer to another unit because a member of the family has a disability. This kind of transfer may be requested for a variety of reasons, including, but not limited to:

- The family's need for a ground floor unit because of mobility issues; or
- The family's need for a unit with certain physical features that are not available in the current unit and which cannot be retrofitted without undue financial and administrative burden to MHA.

#### 5. Occupancy Standards

MHA must ensure that the size and type of unit in which the household is living is appropriate for the household's size and needs. When household composition changes, MHA must put the respective household on the transfer list and move them when a unit becomes available, if they are not in an appropriately sized unit.

- Split Family Transfers: MHA has the option to allow very large families with two adult members to split into two separate households and transfer to two units. MHA might offer a split family transfer if, for example, the family composition changed and now requires a seven-bedroom unit, but the PHA only has four-bedroom units available.
- Household Composition Changes

#### 6. Tenant-Initiated

Families may request a unit transfer that is not out of necessity. Such requests might include transfers to be closer to relatives, certain neighborhoods, employment, or a child's school.

#### 7. Transfers under the Violence Against Women Act (VAWA)

In accordance with VAWA, tenants who are victims of domestic violence, dating violence, sexual assault or stalking can request an emergency transfer from the tenant's current unit to another unit. MHA may request in writing that the victim provide documentation of an occurrence of domestic violence, dating violence, sexual assault, or stalking in accordance with the regulation at 24 CFR § 5.2007. However, no other documentation may be required

to qualify the tenant for an emergency transfer.

### **C. Processing Transfers**

1. A centralized transfer waiting list will be administered by the Asset Management Division. Managers are responsible for submitting requests for transfer including necessary documentation, to the Asset Manager.

2. Transfers will be sorted into their appropriate categories by the Asset Management staff. Transfers will be made in the following order:

- a. Emergency due to physical hazards;
- b. Emergency due to other causes,
- c. Demolition, disposition, revitalization, or rehabilitation,
- d. Reasonable Accommodation,
- e. VAWA,
- f. Occupancy standards,
- g. Tenant-initiated

3. Whenever feasible, transfers will be made within a resident's area. Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

4. Transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status. Residents in over/under housed status will be advised in their 30-day "Notice of Result of Reexamination" that a transfer is recommended, and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

- (a) When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a transfer until the child is three (3) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, MHA's prior approval of additions to the household is required.)



(b) Split-family transfer families that split into 2 “new” households may be transferred to two different units or a portion of the “old” household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits MHA.

8. Tenant-initiated transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Chief Executive Officer may authorize a change in this ratio or suspend the processing of this type of transfer.

#### **D. Good Standing Requirement for Resident Transfers**

1. Residents will be considered for transfers if the head of household and any other family members:
2. Have not engaged in criminal activity that threatens the health and safety of residents and staff;
3. Does not owe back rent or other charges, or evidence a pattern of late payment;
4. Meet reasonable housekeeping standards and have no housekeeping lease violations; and
5. In compliance with the lease
6. Able to connect utilities in the name of an adult family member (applicable only to properties with tenant-paid utilities).

#### **E. Requests for Exceptions to These Requirements Based on Disability**

Requests for exceptions to these requirements based on disability will be considered by MHA on a case-by-case basis. An exception to these requirements may be granted by the MHA Chief Executive Officer if the type of transfer is due to an emergency or due to planned redevelopment, demolition, new construction, rehabilitation and/or repairs to their assigned unit.

**F.** Victims of domestic violence, dating violence, sexual assault, or stalking that are granted the housing protections under the Violence Against Women Act (VAWA) are exempt from these requirements.

#### **G. Approval of Transfers for Residents**

1. All transfers must be approved by the Division Director or designee, before they admit them onto the transfer waiting list.

2. Transfers to provide reasonable accommodation recommended for denial by the division director or designee must be reviewed in accordance with MHA's Reasonable Accommodation Policies and Procedures document (Appendix II of this ACOP).

### **3. Transfers to Uniform Federal Accessibility Standard (UFAS) Units**

- Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS -Accessible Units, or units with accessible features (as defined in Appendix I of this ACOP).
- When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features.
- If there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, then the unit will be offered to a resident with disabilities residing in another development that requires the accessibility features of the unit.
- If there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. See 24 CFR § 8.27. MHA's Public Housing Dwelling Lease requires residents to relocate to a vacant, non-accessible unit within 30 days of notice by MHA if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.

4. Separation of households will be processed as follows:

- Resident-Initiated Separation of Households: Families that decide to separate because of divorce or inability to live under the same roof must identify the family member(s) who are willing to establish a new household. Such person may apply to be placed on the waiting list during open registration periods. The household member(s) who will be leaving the unit must do so within 30 days of notification by MHA. The remaining family member(s) may also be required to transfer to a smaller unit if the unit becomes under-occupied after one household moves out and there exist families on the waiting list for that size unit. Whenever a family cannot agree on which family member(s) shall

remain in the unit, MHA will rely on other forms of documentation, i.e. in cases of divorce case MHA will rely on the court decree, if available.

- If upon reexamination, MHA finds that a family composition has grown beyond the maximum bedroom size unit available in MHA, whether the family was transferred or not to the maximum sized bedroom unit, the family must identify member(s) who are willing to establish a new household. Such party may apply for housing assistance during the open registration period. The household member(s) who are leaving the unit must do so within 30 days of notification by MHA. The remaining family members may also be required to transfer to a smaller unit if the unit becomes under-occupied after one (1) household moves out and there exist families on the waiting list for that size unit.

5. The Property Manager or designee must provide residents who wish to initiate a Reasonable Accommodation transfer with the necessary forms, which include the Authorization to Release Information, Reasonable Accommodation Request, and Reasonable Accommodation Verification, in accordance with the Reasonable Accommodation Policies and Procedures (Appendix II of this ACOP).

6. When a resident can transfer, the resident's name is placed on the transfer waiting list and will be given written notice to this effect.

7. Transfer residents, 18 years of age and older, are exempt from pre-admission screening, including credit and criminal background checks.

8. All exceptions and consideration of mitigating circumstances must be approved by the MHA Chief Executive Officer or designee.

9. Residents will bear the cost of all transfers except emergencies due to physical hazards and demolition, disposition and rehabilitation. However, where there is a hardship due to health or other factors, the Property Manager or designee may recommend that families be reimbursed for out-of-pocket expenses for an occupancy standard transfer in an amount not to exceed a reasonable moving allowance established by MHA. Residents who seek reimbursement must provide proof of their out- of-pocket expenses to MHA, i. e., receipts. The Division Director or designee must approve the expense.

10. Costs associated with transfers under emergency due to physical hazards and demolition, disposition and rehabilitation, that are mandated by MHA, will be covered by the property in which the resident is being displaced from.

## **H. Administrative Requirements for Transfer Offer**

1. A family who has been approved for a transfer will receive a letter providing a housing offer that they must accept or refuse within three (3) business days.
2. The acceptance or refusal of the housing offer must be hand-delivered or mailed to the development office. If the family rejects the offer, a second offer can be made only for good cause. If the resident fails to respond, they will be removed from the transfer list and notified in writing.
3. Upon signing the new Lease, the resident is required to move within 15 calendar days or may face eviction proceedings in accordance to MHA's Lease.
4. If a resident is relocated due to an emergency transfer because of needed repair of unit defects hazardous to life, health, or safety, the relocated resident shall have first right to return to the project once a unit becomes available or their unit is completed. Whichever comes first. For further guidance, refer to Section XX (f).

## **K. Emergency Due to Physical Hazard: Displaced Residents**

1. When residents displaced due to physical hazards MHA will provide an emergency transfer when there is damage to a family's unit or building, or the site poses an immediate hazard to the life, health, or safety of an occupant,
2. If alternative accommodations are available and the development cannot make the necessary repairs within a reasonable amount of time, the development is required to provide the family with alternative housing,
3. The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted,
4. Any condition that would produce an emergency work order would qualify a family for an emergency transfer if the repairs cannot be made within 24 hours. In emergency situations when no other appropriate public housing units are available, the development will cover the cost of hotel accommodations until repairs are made or a transfer to alternative housing is completed,
5. In an emergency, if a resident must be temporarily relocated for the duration of the emergency situation from a unit that had cooking facilities to a temporary unit that lacks basic cooking facilities (e.g., a hotel), the development will reimburse the increased out of pocket costs for meals. A resident who has been moved to such a location in an emergency situation must be returned to their original unit or relocated to other decent, safe, and sanitary housing within a

reasonable amount of time after the emergency has abated.

**L. (e) Temporary relocation (URA and non-URA relocation assistance) \*.**

Residential tenants, who will not be required to move permanently, but who must relocate temporarily (e.g., to permit property repairs), shall be provided:

- (1) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary housing and any increase in monthly rent or utility costs. The party responsible for this requirement may, at its option, perform the services involved in temporarily relocating the tenants or pay for such services directly; and
- (2) Appropriate advisory services, including reasonable advance written notice of the date and approximate duration of the temporary relocation; the suitable (and where appropriate, accessible), decent, safe, and sanitary housing to be made available for the temporary period; the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex following completion of the repairs; and the right to financial assistance provided under paragraph (e)(1) of this section.

\*This section is in accordance with 24 CFR 290.17

## **XXVI. Violence Against Women Act (“VAWA”) Policy**

### **A. Overview**

Under the 2013 reauthorization of the Violence Against Women Act (VAWA) and MHA Resolution No.4440, dated March 24, 2016. MHA is required to implement internal policies to include provisions for protection of victims of domestic violence, dating violence, sexual assault or stalking, regardless of sex, gender identity, gender expression or actual or perceived sexual orientation. For definitions of terms under this chapter, refer to Appendix I of this ACOP.

### **B. Notification of Occupancy Rights under VAWA**

MHA will provide residents with the HUD form 5380, Notice of Occupancy Rights under the Violence Against Women Act form, that explains the VAWA protections, including the right to confidentiality, and any limitations on those protections.

MHA also provides residents with HUD form 5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking or Alternate Documentation form to be completed by the victim to document that the applicant or resident is a victim of domestic violence, dating violence, sexual assault, or stalking.

### **C. Protections Provided Under the VAWA**

VAWA provides specific protections for victims of domestic violence, dating violence, sexual assault or stalking.

1. VAWA provides that MHA may not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the person has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for admission or assistance.
2. Provides that MHA may not terminate the Lease of a family that moves out of the dwelling unit in violation of the Lease, with or without prior notification to MHA, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit.
3. Provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated

lease violation by the victim or as good cause to terminate the Lease of the victim.

4. Provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the Lease of a resident if a member of the resident's household, a guest, or another person under the resident's control is the one engaging in the criminal activity and the resident or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.

5. Provides MHA with the authority to terminate the Lease to any resident or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.

#### **D. Limitations of VAWA Protections**

1. Nothing in this section limits the authority of MHA, when notified of a court order, to comply with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking, or the distribution of property among household members.

2. Nothing in this section limits any available authority of MHA to evict or terminate assistance to a resident or tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, MHA must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

3. Nothing in this section limits the authority of MHA to issue a termination of lease or evict a tenant if MHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property or site would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" in Appendix I of this ACOP.

4. Any termination of lease or eviction, as provided in paragraph D(2) of this section should be utilized only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property or site, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual residents.

#### **E. Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault or**

## Stalking

1. When confronted with cases of domestic violence, dating violence, sexual assault or Stalking, MHA must provide the alleged victim with HUD form 5382, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation and request that it be returned within 14 business days. MHA may, but is not required, to extend the time to submit the documentation with the approval of the division director or designee. In response to this request, the resident may complete HUD form 5382 or provide one of the following types of third-party documentation:

- a) Court records (e.g., restraining and civil protection orders) or statements from a judge or other court officials;
- b) Medical records or statements from mental health professionals or medical professionals from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking;
- c) Police reports or statements (e.g., records of police visits to the victim's address or telephone calls, which may include telephone calls to the police registering a complaint, a log of police runs made to the residence, and copies of all tapes and reports written by officers responding to a call);
- d) Reports or statements signed by workers (collectively, “professionals”) from domestic violence shelter or domestic violence program attesting to the time the victim spent in the shelter and the correlation to the incidents of abuse;
- e) Statements signed by a clergy or social worker, other employee, agent, or volunteer of an administrative agency, social service agency, victim service provider, domestic violence program, clergy, counselor, or attorney (collectively, “professional”) from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking.
- f) Other credible evidence as corroborated by law enforcement or domestic violence providers.
- g) Statements signed by above-mentioned professionals must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence occurred and meet the definition of domestic violence, dating violence, sexual assault, or stalking. Same statements must also be signed by the victim.

## 2. Conflicting Evidence

- a) If MHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), MHA may



request third-party documentation from victims to resolve the conflict.

b) The victim must provide the third-party documentation within 30 days. If the victim fails or refuses to provide third-party documentation where there is conflicting evidence, MHA does not have to provide the victim with the protections contained in this policy.

## **F. Considerations for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

MHA must consider:

1. The nature and severity of each case while exercising discretion on whether family members or their guests pose an actual and imminent threat to the health, safety, or right to peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:
  - a) Transferring the victim
  - b) Barring the perpetrator from the property
  - c) Lease bifurcation
  - d) Contacting law enforcement
2. Undertaking whatever actions permissible and feasible under MHA's programs to assist victims of domestic violence, dating violence, sexual assault, or stalking (e.g., bear the cost of the transfer, the possible issuance of a Section 8 voucher, etc.), subject to availability of funding and resources and approval from MHA Chief Executive Officer.
3. Removing the perpetrator of domestic violence from the Lease, while the remaining family members stay in the assisted unit, upon approval of the division director or designee.
4. The effects of denial or termination of assistance on other family members who were not involved in the offense.
5. The conditions barring the culpable household member from residing in or visiting the unit.
6. The circumstances relevant to an eviction or termination of tenancy based on the extent to which the person has shown personal responsibility to prevent the offending action, and the time that has elapsed since their arraignment for that crime.
7. The range of evidence as proof of domestic violence, dating violence, sexual

assault or stalking, which may include, but is not limited to victim's statement, testimony or affidavit outlining the facts of the violence or cruelty in each incident, utilizing form HUD-5382.

## **G. Emergency Transfer Plan**

MHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault or stalking. In accordance with the Violence Against Women Act (VAWA), MHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit.

The ability to request a transfer is available regardless of sex, gender identity, gender expression, or actual or perceived sexual orientation. The ability of MHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether MHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

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

### **1. Eligibility for Emergency Transfers**

- a) A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer under the following conditions:
  - If the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit that the tenant is occupying; or
  - If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
- b) A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.
- c) Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

## 2. Emergency Transfer Request Documentation

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

## 3. Confidentiality

- a) The information under the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation form will remain confidential and will be used by MHA only to provide the victims with the exceptions and protections under VAWA.
- b) MHA must ensure that private information of victims of domestic violence, dating violence, sexual assault or stalking is protected in accordance with VAWA requirements.
- c) MHA and/or its designee will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives MHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act form for more information about MHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## 4. Emergency Transfer Timing and Availability

- a) MHA and/or its designee cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. MHA and/or its designee will, however, act as quickly as possible to move a tenant who is a victim of domestic violence to another unit, subject to availability and safety of a unit.
- b) If a tenant reasonably believes a proposed transfer would not be safe, the tenant

may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. MHA may be unable to transfer a tenant to a unit if the tenant has not or cannot establish eligibility for that unit.

c) If MHA has no safe and available units for which a tenant who is eligible and needs an emergency transfer, MHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, MHA and/or its designee will also assist tenants in contacting the local organizations aiding victims of domestic violence that are provided with HUD form 5380.

## 5. Safety and Security of Tenants

a) Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

b) Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

c) Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

d) Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

e) Tenants who are or have been a victim of domestic violence, dating violence, sexual assault or stalking will be provided with HUD form 5380 and referred to Social Services.

## I. Reasonable Time to Establish Eligibility for Housing Assistance or to Find Alternative Housing

1. If MHA exercises the option to bifurcate a lease and the individual who was evicted was the eligible tenant, MHA will provide to the remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to establish:

- Eligibility under the same program, or

- Establish eligibility under another covered housing program (see definition in Appendix I), or

- Find alternative housing.

2. The 90-calendar-day period will not be available to a remaining household member if the statutory requirements for the same program prohibit it.

Note that if the remaining family members have not provided evidence of citizenship or eligible immigrations status, the tenant or tenants will be provided with 30 days to provide such evidence in accordance with 24 CFR, Part 5 Subpart L.

3. The 90-day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations.

4. MHA may extend the 90-calendar-day period up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the covered program or unless the time would extend beyond expiration of the lease.

#### **J. Assistance for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

1. MHA may refer victims of domestic violence, dating violence, sexual assault or stalking to social services and/or local law enforcement. (i.e., Exchange)

2.MHA may collaborate with appropriate counseling and law enforcement entities to assist victims of domestic violence, dating violence, sexual assault or stalking, including but not limited to the following services and programs for domestic violence victims.

#### **K. Non-discrimination**

Pursuant to VAWA and the policies of MHA, no applicant or tenant shall, on the basis of actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault or stalking, gender identity or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under VAWA.



**PUBLIC HOUSING**

**DEFINITIONS**

**APPENDIX I**

**OF THE**

**ADMISSIONS AND CONTINUED**

**OCCUPANCY POLICY**

Effective: 07/01 2021

## **APPENDIX I**

### **Definitions**

#### **Admission Preference**

Any preference, to the extent authorized by law, the Agency may establish for use in selecting among applicants that respond to local housing needs and priorities.

#### **Actual and Imminent Threat (24 CFR §5.2003)**

A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

#### **Adult**

A person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.

#### **Affiliated Individual (24 CFR §5.2003)**

With respect to an individual, means a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant, or lawful occupant living in the household of that individual.

#### **Applicant**

A person or family that has applied for housing assistance.

#### **Arrested**

Taking or seizing a person by legal authority, such as the police, in response to a criminal charge.

#### **Assisted Animals**

An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit

of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. An assistance animal is not a pet.

**Bifurcate (24 CFR §5.2003)**

To divide a lease as a matter of law, subject to permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Child/Minor**

A member of the family (other than the family head or spouse) who is under 18 years of age.

**Complainant** (HUD Federal Register Vol. 81 #25 and 24 CFR §966.53)

Any resident whose grievance is presented to MHA or at the development management office.

**Continuity of Assistance**

A family is considered continuously assisted if it has been receiving housing assistance under any program of the U.S. Housing Act of 1937 without experiencing an extended interruption during the occupancy of the assisted unit. An interruption of four (4) months between the assisted occupancy of one unit and the assisted occupancy of another unit is considered discontinued assistance.

**Conviction**

A formal declaration that a person has been found guilty of a criminal offense by a verdict of a jury or a judge in a court of law.

**Covered Housing Program (24 CFR §5.2003)**

The following HUD programs must afford VAWA Protections:

- Section 202 Supportive Housing for the Elderly
- Section 811 Supportive Housing for Persons with Disabilities
- Housing Opportunities for Persons With AIDS (HOPWA)
- HOME Investment Partnerships (HOME)
- Homeless programs under title IV of the McKinney-Vento Homeless Assistance Act including the Emergency Solutions Grants, the Continuum of Care, and the Rural Housing Stability Assistance
- Multifamily rental housing under section 221(d)(3) of the National Housing Act with a below-market interest rate (BMIR) pursuant to section 221(d)(5)



- Multifamily rental housing under section 236 of the National Housing Act
- Public Housing
- Section 8 Housing Choice Voucher
- Section 8 Project-Based Vouchers
- Section 8 Moderate Rehabilitation Single Room Occupancy
- The Housing Trust Fund

### **Covered Housing Provider (24 CFR §5.2003)**

The individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes public housing agencies, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

### **Criminal Records**

All criminal arrest records, including but not limited to sex offender registration records for all family members 18 years and over. MHA will conduct such checks on household members who are younger than 18 years only if they are being tried as adults for certain criminal offenses. The term “criminal records” does not include records unavailable to MHA by operation of law including sealed or expunged records, juvenile records, exempt records under Tennessee’s Public Records Act, or other records unavailable to MHA under state and federal laws.,

### **Dating Violence (24 CFR §5.2003 and the Tennessee Statutes)**

The federal regulations defines “dating violence” as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- the length of the relationship;
- the type of relationship; and
- the frequency of interaction between persons involved in the relationship.

The Tennessee Statutes defines “dating violence” as violence between individuals who have or have had a continuing and significant relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on the consideration of the following factors:

- A dating relationship must have existed within the past six (6) months;
- The nature of the relationship must have been characterized by the expectation of affection or sexual involvement between the parties; and
- The frequency and type of interaction between the persons involved in the relationship must have included that the persons have been involved over time and on a continuous basis during the course of the relationship.

The term does not include violence in a casual acquaintanceship or violence between individuals who only have engaged in ordinary fraternization in a business or social context.

**Deconcentration of Income**

The admission of higher income families (50-80%) of area median income to developments where extremely low income families predominate and vice versa.

**Dependent**

A member of the family (excluding foster children, foster adults, or live-in aides) other than the family head or spouse, who is under 18 years of age, or is a person with disabilities, or is a Full- time Student.

**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 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.

**Displacement Due to Governmental Action**

Activity carried on by an agency of the United States or by any State or local governmental body or in connection with code enforcement or a public improvement or development program.

**Domestic Violence (24 CFR §5.2003 and the Tennessee Statutes)**

The federal regulations defines “domestic violence” to include felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim share a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction. The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Additionally, domestic violence includes violence against a domestic partner.

**Drug-related Criminal Activity**

Illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug, with the intent to manufacture, sell, distribute or use the drug.

## **Due Process**

Shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguard are present by state:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
- Opportunity for the resident to examine all relevant documents, records, and regulations of MHA prior to the trial or grievance hearing for the purpose of preparing a defense;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by MHA including the right to confront and cross-examine witnesses or equitable defense which the tenant may have;
- Opportunity to have their case heard before an impartial Hearing Officer or Hearing Panel; and
- The right to a written determination based on evidence presented at grievance hearing.

## **Earnings and Benefits**

Means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

## **Elderly Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR §5.403)**

A Family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one (1) or more live-in aides.

## **Elderly Person**

A person 62 years of age or older.

## **Eligibility Income**

This is Annual Income amount which is compared to USHUD approved Income Limits to determine if an applicant family is eligible for admission to the housing program.

## **Extremely Low Income**

(HUD Federal Register Vol. 79 #122 dated 6-25-14 and Vol. 81 #45 dated 3-8-16)

A very low-income family whose annual income does not exceed the higher of:

- The poverty guidelines established by the U.S. Department of Health and Human Services applicable to the family of the size involved; or

- Thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

### **Ethnicity Categories**

There are two ethnicity categories:

- a) Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.”
- b) Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

### **Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or gender expression, or marital status:**

- a) A single person who may be an elderly or displaced person, or a person with disabilities, near-elderly person, or any other single person; or
- b) A group of persons residing together, and such group includes, but is not limited:
  - A family with or without children (a child who is temporarily away from the home due to placement in foster care is considered a member of the family);
  - An elderly family;
  - A near-elderly family;
  - A family with disabilities;
  - A displaced family; and
  - The remaining member of a tenant family.

### **Family with Person (s) with Disabilities (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR §5.403)**

A family whose head, co-head, spouse, or sole member is a person with disabilities; or two (2) or more persons with disabilities living together; or one (1) or more persons with disabilities living with one or more live-in aides.

### **Family Income**

Family Income means the Annual Income derived from all sources of the family members expected to reside in the dwelling unit and upon which rent is to be based.

### **Full-Time Student**

A person registered for and 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.

## **Fraud**

Deceit or trickery deliberately practiced to gain some advantage dishonestly. Fraud is an intentional deception and is not committed accidentally.

## **Gender Expression**

All of the external characteristics and behaviors that are socially defined as either masculine or feminine, such as dress, grooming, mannerisms, speech patterns and social interactions. Social or cultural norms can vary widely and some characteristics that may be accepted as masculine, feminine or neutral in one culture may not be assessed similarly in another.

## **Gender Identity (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR §5.100)**

Gender identity means actual or perceived gender-related characteristics.

## **Good Cause**

With respect to refusal of a unit housing offer, “good cause” shall mean that an applicant or resident who are offered a unit can demonstrate through objective evidence that a move into the unit offered would result in a hardship related to the ability of the applicant or resident to conveniently use the facility. Examples of good cause are included in Chapter III of this policy).

With respect to not attending a scheduled appointment or not providing required documentation, “good cause” shall mean that an applicant or resident can demonstrate through objective evidence that circumstances beyond the applicant/resident’s control resulted in non-compliance. Examples may include illness, hospitalization, or emergency incidents.

## **Good Standing**

Residents will be considered in “good standing” if the head of household and any other family members:

- have not engaged in criminal activity that threatens the health and safety of residents and staff
- do not owe back rent or other charges, or evidence a pattern of late payment;
- meet reasonable housekeeping standards and have no housekeeping lease violations;
- in compliance with the lease; and

- able to connect utilities in the name of an adult family member (applicable only to properties with tenant-paid utilities).

### **Grievance or Complaint**

Shall mean any dispute which a resident may have with respect to a MHA action or failure to act in keeping with the provisions of the Public Housing Dwelling Lease or other MHA regulations. Such action or failure to act must adversely affect the rights, duties, welfare, or status of the resident bringing such dispute.

### **Head of Household**

The family member who is 18 years or older and held responsible and accountable for the family, normally considered to be the official tenant of record or the lessee.

### **Hearing**

A proceeding at which a resident's grievance relating to MHA's adverse action or decision, is heard in order to ensure that the complainant's rights were not violated.

### **Income Eligibility for Admission**

At least 40% of families admitted to the Public Housing program in each fiscal year must have incomes that do not exceed extremely low-income levels. In each fiscal year, MHA may reduce the targeted public housing admissions to the extent that MHA provides tenant-based Section 8 assistance above the targeted 75% to families that do not exceed extremely low-income levels. The public housing target, however, may not be reduced below 30% of admissions.

### **Income Limits**

Income limits are those published by USHUD for admission of Low-Income and Very-Low-Income families to federally subsidized housing developments.

### **Interim Adjustments or Re-determination of Rents**

Changes in rent between admission and subsequent annual re-examinations due to a change in family composition or income.

### **Live-in Aide**

A person 18 years of age or older who resides with one (1) or more elderly persons, or near-elderly persons, or persons with disabilities who:

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

- The live-in aide's income is not counted when determining family income.

### **Low Income Family**

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

### **Medical Expenses**

Those medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not reimbursed by insurance or other sources.

### **Minimum Rent**

Statutory requirement that each family assisted under Public Housing programs pay a monthly minimum rent or Total Tenant Payment (TTP) of \$50.00, subject to hardship exemption waiver, if applicable.

### **Monthly Income**

One-twelfth of Annual Income.

### **Monthly Adjusted Income**

One-twelfth of Adjusted Annual Income.

### **Near-Elderly Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR §5.403)**

A family whose head of household, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two (2) 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.

### **Net Family Assets**

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 USHUD homeownership programs. The value of any business or family assets disposed of by an applicant or tenant for less than fair market value during the two years preceding the date of application for the program or reexamination shall be included in the determination of Net Family Assets.

### **Non-Elderly Family**

Two (2) or more persons who are not elderly but live together and are related by blood, or marriage, or operation of law, or give evidence of a stable relationship which has lasted over a period of at least one year. All Family Income and resources are available to meet the family's needs.

### **Non-Violent Criminal Activity**

Any criminal activity that is not a Violent Criminal Activity or a Drug-related Criminal Activity, as defined herewith, but that is such that it may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Non-violent criminal activities do not involve the use of any force or injury to another person. Some non-violent crimes include but are not limited to fraud, bribery, prostitution, gambling, vandalism, tax crimes, receipt of stolen goods, larceny, petty theft, public intoxication, etc.

### **Offer**

The term 'offer' is used in the context of project-based assistance and means an offer of a unit that is vacant, appropriate for the household in size and type, and meets applicable housing quality standards.

### **Participating Privately Owned Assisted Housing**

Housing receiving federal assistance under one of the following statutory provisions for which the owner has agreed, upon invitation from USHUD, to participate in the activities of the Housing Center:

- Section 221(d)(3) of the National Housing Act;
- Section 101 of the Housing and Urban Development Act of 1965;
- Section 236 of the National Housing Act;
- Section 202 of the National Housing Act;
- Section 811 of the Cranston-Gonzalez National Affordable Housing Act; or
- Section 8 of the United States Housing Act.

### **Person with Disabilities**

Under federal discrimination law, an individual is disabled if they have 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. This definition does not include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic, who poses a direct threat to the health, safety and right to peaceful enjoyment of the premises by other residents.

### **Racial Categories**

There are five racial categories:

- a) American Indian or Alaska Native. A person having origins in any of the original peoples of



North and South America (including Central America), and who maintains tribal affiliation or community attachment.

b) Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam

c) Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”

d) Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

e) White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

### **Reasonable Accommodation**

A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

### **Re-examination Date**

The date on which any rent change is effective as required by the annual re-examination of eligibility for continued occupancy.

### **Sexual Assault**

Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

### **Sexual Orientation (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR §5.100)**

Sexual orientation means homosexuality, heterosexuality or bisexuality.

### **Single Person**

A person living alone or intending to live alone and who does not qualify as an Elderly Family, Family with person(s) with Disabilities, Displaced Person, or as the remaining member of a tenant family.

### **Stalking (24 CFR §5.2003)**

The federal regulations defines “stalking” as following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate; and in the course of, or as a result of, such acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.

### **Tenant Error**

A tenant error occurs when the tenant, by action or inaction, breaches a lease, regulation, or program requirement because of a misunderstanding of rules. Tenant errors are considered unintentional program violations as compared to fraud (see Fraud definition above).

### **Tenant Rent**

The amount payable monthly by the Family as rent to the Public Housing Agency. Where all utilities (except telephone) and other essential housing services are supplied by the Agency, Tenant Rent equals the Total Tenant Payment (TTP). Where some or all utilities (except telephone) and other essential housing services are not supplied by the Agency and the cost thereof is not included in the amount paid as rent to the Agency, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

### **Total Tenant Payment**

Total Tenant Payment for any dwelling unit shall be the highest of the following, rounded to the nearest dollar:

- 30% of Monthly Adjusted Income;
- 10% of Monthly Income;
- The monthly portion of a Family's Welfare Assistance from a public agency specifically designated by such agency to meet the Family's housing costs; or
- The MHA statutory minimum rent which is currently \$50, subject to hardship exemption waiver, if applicable.

### **Unauthorized Occupants/Boarders**

A person who is staying in the dwelling unit, but is not listed on the lease, Article III, or approved by the Landlord to dwell in the unit in excess to 14 days.

### **Uniform Federal Accessibility Standards (UFAS) Unit**

A dwelling unit that is designed, constructed, altered or adapted to comply with Uniform Federal Accessibility Standards (UFAS) and is located in an accessible route.

**Units with Accessible Features**

A unit which has been altered in a manner that has some accessible features that assists persons with disabilities (see also UFAS unit), but is not an UFAS unit.

**Utility Allowance**

If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent but is the responsibility of the family occupying the unit, the Utility Allowance is the amount equal to the estimate made of the monthly costs of a reasonable consumption of such utilities for the unit, consistent with the requirements of a safe, sanitary, and healthful living environment based on an annual review of utility rates. The estimate made must be approved by USHUD.

**Utility Reimbursement**

The amount, if applicable, by which the utility allowance for the unit exceeds the Total Tenant Payment for the Family occupying the unit.

**Very Low-Income Family**

A family whose annual income does not exceed fifty percent (50%) of the median family income for the area, as determined by USHUD, with adjustments for smaller and larger families.

**Violent Criminal Activity**

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, serious bodily injury or property damage.

**Waiting List**

The list of applicants who are waiting to be verified eligible for admittance to housing programs administered by MHA and of



**Memphis  
Authority**

**Housing**

**REASONABLE ACCOMMODATION  
POLICIES AND PROCEDURES**

**APPENDIX**

**II**

**OF THE**

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY (ACOP)**

Effective 07/01/2021

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## INTRODUCTION:

### Policy Statement:

MEMPHIS HOUSING AUTHORITY (MHA) is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of MHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a MHA policy, MHA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program, or an undue financial and administrative burden or would be neither reasonable nor necessary. In such a case, MHA will make another accommodation that will not result in a financial or administrative burden or be either unreasonable or unnecessary.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

MHA will post a copy of these Reasonable Accommodation Policies and Procedures in the Central Office of MHA; the offices of MHA's private management companies; and, the management office in each public housing development. In addition, individuals may obtain a copy of these Reasonable Accommodation Policies and Procedures, upon request, from Public Housing Site Managers, and MHA's ADA Coordinator.

For those who do not qualify as a person with a disability as defined by the Fair Housing Amendments Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, but who have a need for an accommodation because of a physical or mental impairment, MHA may still provide an accommodation to meet that need contingent upon reasonableness and availability of resources.

### Legal Authority:

MHA is subject to Federal, state and local civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations:

See Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>; the Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>3</sup>; the Architectural Barriers Act of 1968<sup>4</sup>, and the respective implementing regulations for each Act.

<sup>1</sup> 29 U.S.C. § 794; 24 C.F.R. Part 8.

<sup>2</sup> 42 U.S.C. §§ 12101 et seq.

<sup>3</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.

<sup>4</sup> 42 U.S.C. §§ 4151-4157.

### Monitoring and Enforcement:

MHA's ADA Coordinator is responsible for monitoring MHA's compliance with the laws stated herein and this policy. Individuals who have questions regarding this policy, its interpretation or implementation should contact the ADA Coordinator in writing, by telephone, or by appointment, as follows:

Tomecia Brown 700 Adams Avenue  
Memphis, Tennessee 38105  
(901) 544-6402 phone  
(901) 544-1155 fax

Individuals may contact the ADA Coordinator regarding any complaints regarding their reasonable accommodation request.

In addition, individuals may exercise their right to appeal MHA's decision through the local offices of the following agencies:

United States Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity  
200 Jefferson Ave #300  
Memphis, TN 38103  
(901) 544-3367  
TDD/TTY: (800) 855-1155

United States Department of Justice 167 N Main St. #800  
Memphis, TN 38103 General Policy Information:

The requirement to provide reasonable accommodation is intended to provide, for persons with disabilities, equal opportunity to participate in all housing programs administered by MHA through modification of policies, procedures, or structures. This policy is not intended to provide greater program benefits to persons with disabilities than to non-disabled residents, program participants or applicants. It may mean, however, that persons with disabilities will sometimes be treated differently, in order to ensure equal access to programs and services.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and

takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

Information and documentation regarding the policy of reasonable accommodations will be given to applicants, residents and program participants, upon request, during the admission and occupancy cycle, including but not limited to during the recertification process, and upon request (see “Notification to Applicants, Residents, and Program Participants Regarding Reasonable Accommodation Requests”, page 10). Forms and other documents used for applicants, residents and program participants will, to the extent feasible, be written in plain, intelligible language. When appropriate, MHA will provide documents in accessible formats, provide auxiliary aids, or, upon request, communicate with a third party designated by the applicant or resident.

Reasonable accommodations are made in response to individual requests from a qualified person with disabilities. The request may be made in any manner that is convenient for the person with disabilities. Accommodations will be unique to the individual with disabilities; individuals with the same disability may not need, or desire, the same level of accommodation. There is no standard approach. What works for one person may not work for another in the same situation.

MHA will not provide supportive services, e.g., counseling, medical, or social services that fall outside the range of services offered to residents. Further, MHA will make modifications in order to enable a qualified applicant/resident with disabilities to live in the housing, but is not required to offer housing of a fundamentally different nature. The test is whether, with appropriate modifications, the applicant/resident can live in the housing that MHA offers; not whether the applicant/resident could benefit from some other type of housing that MHA does not offer.

## DEFINITIONS:

**Applicant:** A person who successfully follows all of the required steps identified by MHA as necessary for becoming a participant in one of MHA's housing programs.

**Assistive Animals:** Animals that are used to give assistance to persons with disabilities and are necessary as a reasonable accommodation. Assistive animals are also referred to as service animals, support animals or therapeutic animals.

**Major Life Activities:** These include caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. This is not an exhaustive list; other life activities can also be major.

**Mitigating Circumstances:** Situations in which a requested reasonable accommodation enables an applicant, resident, or program participant to become lease compliant.

**Resident:** A person who successfully follows all of the required steps identified by MHA as necessary for residing in a dwelling administered under MHA's Public Housing Program.

**Person with Disabilities:** A person who 1) has a physical or mental impairment that substantially limits one or more major life activities, 2) has a record of such impairment, or 3) is regarded as



having such impairment.

**Physical Or Mental Impairment:** A variety of conditions, diseases, illnesses, disfigurements and disorders including hearing/orthopedic/visual/speech impairments, alcoholism, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), cerebral palsy, cancer, or HIV infection, if the impairment substantially limits one or more major life activities.

**Program Participant:** A person who successfully follows all of the required steps identified by MHA as necessary for participating in MHA's Public Housing Program.

**Reasonable Accommodation:** a change, adaptation or modification to a policy, program, service, or workplace, which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, for example those, which are necessary in order for the person with a disability to use and enjoy their dwelling, including public and common use spaces.

**Verification source:** a qualified professional (not necessarily a physician) having knowledge of a person's disability who can verify the person's disability and need for a reasonable accommodation.

#### AUXILIARY AIDS AND EXAMPLES OF REASONABLE ACCOMMODATIONS:

To facilitate communication with persons with disabilities, MHA shall furnish appropriate auxiliary aids. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual or oral skills to have an equal opportunity to participate in, and to enjoy, the benefits of programs and activities. However, MHA is not required to provide individually prescribed devices, such as readers for personal use or study, personal hearing aids, walkers, canes, wheelchairs, or other devices of a personal nature. In determining what auxiliary aids are necessary, MHA shall give primary consideration to request(s) of the individual with disabilities.

Types of auxiliary aids and reasonable accommodations that MHA, when necessary and appropriate, readily supplies to applicants, residents and program participants include but are not limited to:

1. Allowing transfers to another dwelling upon verification by a qualified verification source of a disability-based need for the transfer.
2. Providing additional explanation of program rules and requirements.
3. Offering documents, in accessible formats (e.g., large type, computer disk or Braille) and in plain language.
4. Permitting rent payments and required communications to be mailed rather than delivered in person.

5. Providing accessible housing to applicants and residents.
6. Providing another housing offer if an applicant, resident or program participant can demonstrate good cause that the rejection of the initial housing offer, for example it was because of the disability of an applicant, resident or program participant's household member.
7. Making a dwelling unit, part of a unit or public and common use elements accessible.
8. Providing auxiliary aids, such as pencil and paper for those with speech difficulties, Telecommunication Device for the Deaf (TDD), Assisted Listening Device (ALD), a qualified sign language interpreter, or a reader, when necessary for effective communication between MHA and an applicant, resident or program participant.
9. Sending mail or making phone calls to a person designated as a contact person by the person with disabilities.
10. Allowing the use of assistive animals.
11. Considering the impact of "mitigating circumstances" regarding the rejection of an applicant for housing or when terminating the lease or terminating housing assistance to an applicant, resident, or program participant. If the applicant/resident/program participant requests such consideration or if more information is required, MHA will ask the applicant/resident/program participant to verify:
  - a. that the applicant/resident/program participant has a disability;
  - b. that the specific situation(s) that led to application rejection or lease/housing assistance termination is/are caused by or occurred because of the disability or that the disability substantially contributes to the specific situation(s) that led to application rejection or lease/housing assistance termination;
  - c. that the proposed accommodation can reasonably be expected to prevent the recurrence of the situation(s) that led to application rejection or lease/housing assistance termination.
12. Reinstating applications of persons with disabilities, if the reason they did not submit their applications or respond to housing offers in the required time was reasonably related to their disability. Decisions will be made on a case-by-case basis, considering whether, because of the person's disability, the person was prevented from responding in time and considering reasons for reinstating of applications normally allowed for people without disabilities.
13. Reinstating applications of persons with disabilities, if the reason they did not submit their applications or respond to housing offers in the required time was failure on the part of MHA

to provide effective communication.

14. Allowing a live-in aide to reside in an appropriately sized dwelling unit.

15. Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment.

16. Permitting an outside agency or family member to assist an applicant, resident or program participant in meeting screening criteria or meeting essential lease obligations.

Aids, benefits, and services, to be equally effective, are not required to produce identical results for individuals with disabilities and non-disabled persons, but to afford individuals with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement.

#### FUNDAMENTAL ALTERATIONS TO THE PROGRAM OR UNDUE FINANCIAL AND ADMINISTRATIVE BURDEN:

MHA will deny reasonable accommodation requests which would require a fundamental alteration in the nature of its programs, services or activities, or which would create an undue financial and administrative burden or which are neither reasonable nor necessary. Determining a requested accommodation to be a fundamental alteration does not eliminate MHA's compliance responsibilities. If a requested action would result in a fundamental alteration or undue financial and administrative burden, MHA may take another action that would not result in a fundamental alteration but would nevertheless ensure that the person would have an equal opportunity to receive the program benefits and services. MHA's determinations with respect to fundamental alterations will be made on a case- by-case basis.

#### ESSENTIAL OBLIGATIONS OF TENANCY:

To help identify fundamental operations in the programs, six essential obligations of tenancy are listed below:

1. To pay rent and other charges under the lease in a timely manner;
2. To care for and avoid damaging the unit and common areas; to use facilities and equipment in a reasonable way; to create no health or safety hazards and to report maintenance needs;
3. Not to interfere with the rights and enjoyment of others and not to damage the property of others;

4. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; not to engage in drug-related criminal activity on or off the premises;
5. To comply with all applicable US HUD regulations, and MHA rules, and program requirements and documents, (including the MHA Public Housing Conventional Lease and Community Policies) and to comply with health and safety codes; and
6. Actions that would change the essential obligations of tenancy.

#### REASONABLE ACCOMMODATION PROCEDURES:

##### Initial Reasonable Accommodation Procedures:

1. MHA's *Reasonable Accommodation Request* form will be provided to applicants, upon request, as an attachment to MHA's application when the waiting list is opened.
2. During any point in the application process, applicants may make written requests using the Reasonable Accommodation form or if they are unable to complete the form, make a verbal request for reasonable accommodations to the site managers.

Prior to eligibility interviews, applicants will send completed reasonable accommodation forms, and make all related requests and inquiries to, the Asset Management Manager. Also during this period, the Asset Management Manager or designee will send all necessary forms, and process all reasonable accommodation forms, requests and inquiries.

##### Notification to Applicants, Residents, and Program Participants Regarding Reasonable Accommodation Requests:

MHA's Reasonable Accommodation Policies and Procedures, which includes the Reasonable Accommodation Request and Notice of Nondiscrimination on the Basis of Disability, will be posted in appropriate MHA business offices listed on page 1. The Notice of Right to a Reasonable Accommodation, Reasonable Accommodation Request, and Reasonable Accommodation Information forms will also be provided at eligibility determination, move-in and recertification by the Site Managers or their designees, upon request. When the designated employee (see "Making a Reasonable Accommodation Request," page

11) provides these forms, the recipient must sign the Acknowledgement of Receipt of Reasonable Accommodation Documents form, a copy of which must be placed in the recipient's file.

Forms and letters have been developed for an applicant, resident or program participant to request a reasonable accommodation. These forms are listed in the Appendix and are explained in later sections of this policy.

Although the process for requesting a reasonable accommodation is standardized, each request will be treated uniquely. The results will be unique to the individual, the property, and/or circumstances involved. Whenever possible, reasonable accommodation decisions will be made in a timely manner, and both denials and agreements to make accommodations will be documented in writing. If applicable, forms and notifications will be provided to the applicants, residents or program participants in an accessible format (such as Braille, large print, or audio tape) upon request.

Any meetings required by this policy will be held at an accessible location. Auxiliary aids will be provided upon request, where necessary to afford an individual with disabilities an equal opportunity to participate in, and enjoy the benefits of MHA's programs and/or activities. Auxiliary aids are services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, MHA's programs or activities and include, but not limited to, qualified sign language interpreters, telecommunication devices for deaf persons (TDD's), Braille materials, audio recordings, materials in large print, note takers, or assistive listening devices. If auxiliary aids are requested by any person, including but not limited to an applicant, resident or program participant, such accommodations shall be made available. This requirement is contingent upon the requestor having given prior notification to MHA, e.g., on the application form in the case of an applicant, before any meetings held by MHA, etc. A person requiring an auxiliary aid shall make their request to MHA by providing a

#### REASONABLE ACCOMMODATION PROCEDURES:

##### Initial Reasonable Accommodation Procedures:

3. MHA's *Reasonable Accommodation Request* form will be provided to applicants, upon request, as an attachment to MHA's application when the waiting list is opened.
4. During any point in the application process, applicants may make written requests using the Reasonable Accommodation form or if they are unable to complete the form, make a verbal request for reasonable accommodations to the site managers.

Prior to eligibility interviews, applicants will send completed reasonable accommodation forms, and make all related requests and inquiries to, the Asset Management Manager. Also during this period, the Asset Management Manager or designee will send all necessary forms, and process all reasonable accommodation forms, requests and inquiries.

#### Notification to Applicants, Residents, and Program Participants Regarding Reasonable Accommodation Requests:

MHA's Reasonable Accommodation Policies and Procedures, which includes the Reasonable Accommodation Request and Notice of Nondiscrimination on the Basis of Disability, will be posted in appropriate MHA business offices listed on page 1. The Notice of Right to a Reasonable Accommodation, Reasonable Accommodation Request, and Reasonable Accommodation Information forms will also be provided at eligibility determination, move-in and recertification by the Site Managers or their designees, upon request. When the designated employee (see "Making a Reasonable Accommodation Request," page

12) provides these forms, the recipient must sign the Acknowledgement of Receipt of Reasonable Accommodation Documents form, a copy of which must be placed in the recipient's file.

Forms and letters have been developed for an applicant, resident or program participant to request a reasonable accommodation. These forms are listed in the Appendix and are explained in later sections of this policy.

Although the process for requesting a reasonable accommodation is standardized, each request will be treated uniquely. The results will be unique to the individual, the property, and/or circumstances involved. Whenever possible, reasonable accommodation decisions will be made in a timely manner, and both denials and agreements to make accommodations will be documented in writing. If applicable, forms and notifications will be provided to the applicants, residents or program participants in an accessible format (such as Braille, large print, or audio tape) upon request.

Any meetings required by this policy will be held at an accessible location. Auxiliary aids will be provided upon request, where necessary to afford an individual with disabilities an equal opportunity to participate in, and enjoy the benefits of MHA's programs and/or activities. Auxiliary aids are services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, MHA's programs or activities and include, but not limited to, qualified sign language interpreters, telecommunication devices for deaf persons (TDD's), Braille materials, audio recordings, materials in large print, note takers, or assistive listening devices. If auxiliary aids are requested by any person, including but not limited to an applicant, resident or program participant, such accommodations shall be made available. This requirement is contingent upon the requestor having given prior notification to MHA, e.g., on the application form in the case of an applicant, before any meetings held by MHA, etc. A person requiring an auxiliary aid shall make their request to MHA by providing a minimum of five (5) days advance notice. In most instances, this will allow sufficient time to provide these accommodations.

Appointments letters, notices of meetings, brochures and other MHA communications inform applicants, residents and program participants of their rights to auxiliary aids and how to contact the MHA staff person to whom these requests should be made. All MHA staff persons receiving requests for auxiliary aids will record these requests on the "Auxiliary Aids Request" form.

If MHA is not able to accommodate a disabled person who has requested an auxiliary aid, MHA will take appropriate action, including, but not limited to, rescheduling any meetings.

MHA will schedule sign language interpreters when a request is received at least five (5) days prior to any scheduled activity.

#### Making a Reasonable Accommodation Request:

Applicants, residents and program participants may make a reasonable accommodation request at any time. If the applicant/resident/program participant is unable to complete any of the following reasonable accommodation forms (Request Forms): Reasonable Accommodation Request, Live-in Aide Agreement, or Release of Disability-Related Special Needs in Case of Emergency Evacuation (Public Housing Only) forms, the request will still be considered. If the applicant/resident/program participant is unable to complete any of the Request Forms, the Recertification and Admissions Specialist, Site Manager, Asset Management Manager, or other designated employee must offer assistance and, upon consulting with the applicant, resident or program participant, complete the Request Forms to the best of their ability for record-keeping purposes. The designated employee must review the completed Request Forms, as appropriate, with the applicant, resident, or program participant. The designated employee must ensure that all reasonable accommodation requests are written on the applicable forms, no matter how the requests are communicated. The designated employee shall not give any assurances to the applicant, resident, or program participant that the request for reasonable accommodation will be granted or denied, but shall convey to the applicant, resident, or program participant that the requests will be reviewed and a final determination will be made at a later date described within this policy. If the accommodation is reasonable, MHA will consider the request.

The general procedures for making a reasonable accommodation request (subsequent to application process) are as follows:

1. At the eligibility determination phase, the Recertification and Admissions Specialist, Site Manager, or other designated employee shall provide the Notice of Right to a Reasonable Accommodation, Reasonable Accommodation Request (which includes an attachment entitled "Examples of Reasonable Accommodations") and Reasonable Accommodation Information forms. The designated employee must obtain the signature of the applicant on the Acknowledgement of Receipt of Reasonable Accommodation Documents form indicating that they have received these forms. That form must be kept in the applicant's file. The Recertification and Admissions Specialist, Site Manager, or other designated employee is the person to whom requests should be submitted at this phase. The designated employee shall also read a script entitled Reasonable Accommodation Script that clearly and simply indicates what a reasonable accommodation is and the fact that an applicant, resident or program participant has a right to a reasonable accommodation. The designated employee shall ask all applicants if they want to designate a contact person if needed to assist them because of their disability.
2. The Site manager or designated employee will notify all Public Housing residents of their right to request a reasonable accommodation by providing them with the Notice of Right to a Reasonable Accommodation, Reasonable Accommodation Request, and Reasonable Accommodation Information forms during move-in and recertification. They will also be notified that they may obtain additional Reasonable Accommodation forms from the

designated employee at any time.

3. Applicants, residents, and program participants will submit all requests for reasonable accommodation to the designated employee as appropriate (see paragraphs 1 and 2 above) on the Request Forms and will obtain the Request Forms from those employees. Applicants, residents, and program participants will also obtain the Authorization for Release of Information from the designated employees as appropriate (see paragraphs 1 and 2) and return completed copies of these release forms to those same employees. If applicants, residents or program participants cannot use or complete a form because of their disability, the designated employee will still respond to their requests for reasonable accommodation and assist the applicant, resident or program participant in completing and using the form.

4. MHA shall assure that all medical records or any other documents related to the medical condition of the applicant, resident or program participant are protected from disclosure pursuant to all applicable federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996. All documents regarding the medical condition of applicants, residents, and program participants must be stored in secure, locked cabinets in the offices of the Asset Management Manager (as applicable). Medical documents must never be stored with applicant or tenant files. Access to medical documents and information is restricted solely to those employees who must have access to that information in order to provide a reasonable accommodation. This may include the ADA Coordinator, Asset Management Managers, and Site Managers.

5. Within two (2) business days of receipt of the Request Form, the Site manager or other designated employee will forward the request to the Asset Management Manager. The Asset Management Manager will fax a copy of the Request form and the following Verification Forms (as applicable) to the verification source indicated on the Request Form to verify disability and document the need for the reasonable accommodation: Reasonable Accommodation Verification, Letter to Verification Source for a Reasonable Accommodation Request, and Live-in Aide Agreement/Live-in Aide Verification. The fax notifies the verification source that the completed Verification form must be returned to the designated employee within ten (10) business days and that failure to do so may result in the request being denied.

6. Within two (2) business days of receipt of the Request Form, the Asset Management Manager will also forward this form to the ADA Coordinator for monitoring purposes.

7. The Asset Management Manager places a follow up call to the verification source within one (1) business day of faxing the documents to confirm receipt of the documents. If the forms have not been returned to the designated employee within five (5) days of being sent, the designated employee faxes a reminder to the verification source that the completed Verification form must be returned to the designated employee within five (5) business days and that failure to do so may result in the request being denied. If the Verification form is returned within ten (10) business days of being sent, proceed to step 8 (below). If the verification source does not return the Verification form within ten (10) business days of being sent, the designated employee forwards this information to the ADA Coordinator with their



recommendation for denial.

8. Within two (2) business days of receipt of the completed Verification Form and any supporting documentation, the Asset Management Manager will forward the applicant's, resident's, or program participant's Request Form, Verification Form, and any supporting documentation to the designated Site Manager in a sealed envelope.

9. The following forms may be used by the Asset Management Manager to communicate with applicants, residents or program participants and verification sources regarding Request and Verification Forms: Letter to an Applicant, Resident, or Program Participant for a Meeting About Reasonable Accommodation (if applicable), Request for More Information or Verification Regarding a Reasonable Accommodation Request, or Letter to Verification Source for a Reasonable Accommodation Request (as applicable).

10. Should the Asset Management Manager determine that the Verification Form is incomplete or lacking in adequate detail, the Asset Management Manager will fax the form to the verification source within two (2) business days of receipt. The fax will indicate the necessary changes, and advise the verification source that the necessary changes must be incorporated and the corrected form must be returned within ten (10) business days. The fax also informs the verification source that failure to return the corrected form within the allotted time may result in the request being denied. The Asset Management Manager will place a follow-up phone call within one (1) business day of sending the fax to confirm receipt. The Asset Management Manager will send a reminder fax within five (5) business days of sending the fax should the documents fail to be returned within that time, again informing the verification source that failure to return the corrected form within the allotted time (five (5) days) may result in the request being denied. If the verification source returns the corrected Verification Form within ten (ten) business days, proceed to the decision processes outlined in items 11 and 12 below. Should the verification source fail to return the corrected Verification Form within the allotted ten (10) business days, the Asset Management Manager will forward all Request and Verification Forms and any other applicable documents to the ADA Coordinator with recommendation that the reasonable accommodation request be denied for lack of proper verification, but that the request will be reconsidered should the requestor wish to resubmit it.

11. All decisions of the Asset Management Manager to grant reasonable accommodations will be communicated in writing (or in the appropriate, accessible format as previously indicated) to the applicant, resident or program participant and the ADA Coordinator within ten (10) business days of their receipt of correctly completed Request and Verification Forms via the Approval/Denial of Reasonable Accommodation Request form. The Approval/Denial of Reasonable Accommodation Request (Approval/Denial) form also advises the requestor of a projected date (if that can be estimated at the time of approval) by which MHA intends to provide the accommodation and indicates a phone number for the requestor to call in case of questions. If necessary, the ADA Coordinator is available for consultation on these matters. All requests for reasonable accommodation that are approved by the Asset Management Manager will be implemented or the process of implementation will begin within fourteen (14) days. If the implementation or the initiation of implementation should be longer, the requestor

will be notified in writing within fourteen (14) days with an estimated date of completion.

12. All recommendations by the Asset Management Manager to deny reasonable accommodation requests must be reviewed by the ADA Coordinator prior to being released to the requestor. The Asset Management Manager will transmit their recommendations to deny reasonable accommodation requests to the ADA Coordinator within ten (10) business days of their receipt of the Request and Verification Forms. All decisions of the ADA Coordinator to grant or deny reasonable accommodation requests will be communicated in writing via the Approval/Denial of Reasonable Accommodation Request form (or in the appropriate, accessible format) to the applicant, resident, or program participant within thirty (30) business days receipt of the Asset Management Manager's recommendation, the Request and Verification Forms, and all other supporting documentation. Should the requestor wish to contest any adverse action pursuant to the Reasonable Accommodation Grievances and Appeals section, they may do so by requesting a Reasonable Accommodation Grievance or Appeal Hearing (Hearing). The Approval/Denial of Reasonable Accommodation Request form provides information regarding MHA's grievance/appeals procedure. If the person who wishes to contest an adverse action is unable to do so by written means because of their disability, MHA will consider alternate means by which the person may communicate the appeal. Should the requestor wish to contest the Reasonable Accommodation Grievance or Appeal Hearing Committee's decision, they may do so by following the United States Department of Housing and Urban Development Grievance Process.

13. See the "Reasonable Accommodation Grievances and Appeals" section for additional information. All forms must be date and time-stamped by the MHA employee who receives them.

#### Determining Whether to Provide the Accommodation:

1. The first step in determining whether to provide the accommodation is to verify whether the party requiring the accommodation meets the definition of an Individual with Disabilities. The Asset Management Manager will determine this by using the applicable Verification Form(s) received from verification source.

a. If NO, MHA is not obligated to make a reasonable accommodation, and may deny the request. All final decisions to deny are made by the ADA Coordinator.

b. If YES, go to step 2.

c. If more information is needed, the Asset Management Manager will notify the verification source and/or applicant/resident/program participant (as applicable) about this request, using the standard Request for More Information or Verification Regarding a Reasonable Accommodation Request form, or a meeting or discussion will be requested to obtain additional information using the Letter to an Applicant, Resident, or Program Participant for a Meeting About Reasonable Accommodation.

2. The second step is to verify that the requested accommodation is related to the disability

(for example, if a person (who was the only household member) had a disability but no mobility impairment, and requested a wheelchair-accessible dwelling, the requested accommodation would not be related to the disability). The Asset Management Manager will determine this by using the applicable Verification Form(s) received from verification source.

a. If NO, MHA is not obligated to make the accommodation, and may deny the request. All final decisions to deny are made by the ADA Coordinator.

b. If YES, go to step 3.

c. If more information is needed, the Asset Management Manager will notify the verification source and/or applicant/resident/program participant (as applicable) using the Request for More Information or Verification Regarding a Reasonable Accommodation Request form, or request a meeting or discussion using the Letter to an Applicant, Resident, or Program Participant for a Meeting About Reasonable Accommodation.

3. Is the requested accommodation reasonable? The Guidelines for Determining Reasonableness listed below will be followed by the Asset Management Manager in determining the reasonableness of the request.

a. If YES, MHA will approve the request for reasonable accommodation. A written description of the accommodation will be included in the approval letter.

b. If NO, MHA may deny the request or may suggest/offer another alternative accommodation if appropriate. The denial or suggestion/offer will be made in writing (in an accessible format, if requested). All denials must be submitted to the ADA Coordinator for review prior to release to the requestor.

c. If more information is needed, the Asset Management Manager must either write for more information and notify the verification source and/or applicant/resident/program participant (as applicable) using the standard Request for More Information or Verification Regarding a Reasonable Accommodation Request forms, or request a meeting or discussion using the Letter to an Applicant, Resident, or Program Participant for a Meeting About Reasonable Accommodation.

#### Guidelines for Determining Reasonableness:

1. The purpose of the Verification Forms is to verify:

a. That the requestor is a person with disability;

b. That the requested accommodation is related to the applicant's, resident's, or program participant's disability; and

c. That the requested accommodation would (or will) provide the

applicant/resident/program participant with an equal opportunity to use and enjoy MHA housing programs.

2. MHA retains the right to investigate alternatives to the requested accommodation, and/or alternative methods of providing the requested accommodation.
3. If an alternate accommodation satisfies the needs of the person with disabilities and is equally effective, MHA may select the accommodation that is most convenient and cost-effective. MHA will take the preferences of the applicant/resident/program participant into consideration in making such a determination. An alternative accommodation may include a change in procedure or policy, rather than a structural change, when the policy or procedure change would be equally effective. Under any circumstance, the requestor would still have a right to request an additional accommodation should the alternate accommodation prove unsatisfactory. The requestor retains the right to request an additional accommodation as needed.
4. If the requested accommodation constitutes a fundamental alteration to any MHA program, and there are no other appropriate solutions, the request will be denied, and the Asset Management Manager recommending denial of the request must provide documentation to the ADA Coordinator explaining why the request would constitute a fundamental alteration. The ADA Coordinator shall conduct an independent review to determine if approval or denial of the request is appropriate.
5. If the requested accommodation creates an undue financial and/or administrative burden, and there are no other appropriate solutions, the Asset Management Manager recommending denial of the request must provide documentation to the ADA Coordinator explaining why the request would constitute an undue financial and/or administrative burden. The ADA Coordinator shall conduct an independent review to determine if approval or denial of the request is appropriate.

#### Reasonable Accommodation Grievances and Appeals:

If an applicant, resident or program participant disagrees with a reasonable accommodation decision, they may request a Reasonable Accommodation Grievance and Appeal Hearing by submitting a request which may be written, oral or by any other means of communication accessible by the requestor. The name, address and phone number of the contact person for scheduling a Reasonable Accommodation Grievance and Appeal Hearing is:

Tomecia Brown 700 Adams Avenue,  
Memphis, Tennessee 38105  
(901) 544-6402 phone  
(901) 544-1155 fax

MHA's Reasonable Accommodation Grievance and Appeal Hearing Committee shall convene the grievance or appeal hearing within thirty (30) business days of the receipt date of the request. The Executive Director or designee shall appoint a volunteer pool of impartial persons to sit as hearing officer and/or hearing officers to hear resident grievances. No MHA employee who was involved in the initial decision(s) regarding a reasonable accommodation request that is the subject of a hearing shall sit on MHA's Reasonable Accommodation Grievance and Appeal Hearing Committee during the hearing related to that request.

The applicant, resident or program participant may bring documents, witnesses and/or representatives to the Reasonable Accommodation Grievance and Appeal Hearing in order to contest the manner in which a reasonable accommodation is proposed to be (or was) implemented, the denial of a reasonable accommodation request, or any other applicable disability-related decision made by the ADA Coordinator.

Should the requestor wish to contest the Reasonable Accommodation Grievance and Appeal Hearing Committee's decision, they may do so by following the United States Department of Housing and Urban Development Grievance Process.

Discontinuation of Reasonable Accommodation:

MHA will not change or discontinue a reasonable accommodation, or a particular method of providing such accommodation, without giving notice. Notice of the change or discontinuation of a reasonable accommodation will be given to the applicant, resident or program participant with disabilities and it will include a request for the resident to indicate if the change would not meet their needs, and notification that the resident has the right to appeal the decision to change or discontinue the accommodation.

Application and Waiting List:

The application and/or application instruction forms for all Public Housing programs shall include the following:

1. Notice that if the applicant is unable to complete the application due to disability, or needs the form in an alternate format, they may request such assistance.
2. Notice of the manner in which the applicant should request the required assistance as described in the item above.
3. A question prompting the applicant to indicate whether they or a member of the household has a disability.
4. A question prompting the applicant to indicate any special features a household member requires in a rental unit because of disabilities.

In Public Housing programs, priority for a vacant unit with accessibility features will be given first

to current residents who require those features, and then to applicants requiring the same. If there is no other resident or applicant on the waiting list needing units with accessibility features, MHA may house the next eligible, non-disabled applicant in the unit. MHA will also inform the applicant that pursuant to MHA's policy and MHA's Public Housing Lease, if another resident or eligible applicant requires the accessible features of the accessible unit, and another unit is available, then the non-disabled family/individual residing in the unit with accessible features must transfer to another unit within fifteen (15) days receipt of notice to move.

Notwithstanding MHA's policies, residents who require a transfer as a reasonable accommodation are not prohibited from transferring within the first year of residency.

In addition, MHA may grant an exception to its Occupancy Policies (set forth in the Public Housing Admissions and Continued Occupancy Policy (ACOP)) by providing a larger unit as a reasonable accommodation to a family member with disabilities.

MHA may allow an applicant or program participant family to have an extra bedroom to accommodate a family member who requires certain medical equipment or for other verifiable reasons. The need for such equipment must be verified by a qualified health care professional as a necessary reasonable accommodation.

MHA may grant reasonable accommodations by reinstating applicants with disabilities, who fail to respond within the required time frame to inquiries regarding updating the waiting list, if the reason they did not respond is reasonably related to their disability. MHA may grant reasonable accommodations by reinstating applicants with disabilities for other reasons on a case-by-case basis.

#### Mitigating Circumstances:

General failure to comply with lease terms or other program policies may lead to termination or denial of assistance.

The ACOP indicates that MHA Public Housing residents or family members and program participants shall comply with all lease terms including but not limited to:

- Any violent criminal activity,
- Any drug-related criminal activity, or
- Other activities in violation of the lease.

MHA staff may become aware that an applicant's ineligibility determination, or a resident's or program participant's termination of assistance determination, occurred because of their disability. This knowledge may be acquired during an informal review for applicants or during an informal hearing for residents or program participants. This section addresses this issue.

If an applicant, resident or program participant has a history of behavior or displays behavior that may result in a violation of the MHA Lease or in violation of program regulations or policies, the Site Manager or other designated employee may make an initial determination that the applicant

is ineligible or that the resident or program participant should be terminated.

The notices of ineligibility (for applicants) or termination of assistance (for residents and program participants) inform applicants of their right to request an informal review or residents and program participants of their right to an informal hearing.

During the informal review or hearing, if the applicant, resident or program participant informs the Hearing Officer that a requested reasonable accommodation may enable the applicant to become lease compliant, the Hearing Officer will forward the reasonable accommodation request to the ADA Coordinator and continue the informal review until the ADA Coordinator renders their determination.

Applicants may appeal the ADA Coordinator's determination according to the processes described in the Reasonable Accommodation Grievance and Appeals section.

#### MHA PUBLIC HOUSING ASSISTIVE ANIMAL POLICY:

Assistive animals are also referred to as service animals, support animals or therapeutic animals. They give assistance to persons with disabilities and are necessary as a reasonable accommodation.

All assistive animals do not have to be trained, however, service animals are required to be trained. An animal not trained to be a service animal, yet prescribed to provide emotional support to improve a person's symptoms caused by chronic mental illness, is considered an Emotional Support Animal (ESA) and is also an example of an assistive animal. In addition, a seeing-eye dog or a dog trained to assist a hearing impaired person is considered a service animal and would also be an example of an assistive animal.

MHA will not charge a pet deposit for an assistive animal kept in accordance with all MHA policies. All residents are, however, responsible for reimbursing the appropriate parties should their assistive animal cause damage to the unit, the common areas and elements or to any other development or building owned and administrated by MHA.

MHA will also not apply its animal weight policy or any other policy which will unreasonably deny a disabled applicant, resident or program participant, who requires an assistive animal, the full use and enjoyment of their dwelling or the common areas.

The Asset Management Manager or designee will use the following steps when considering a request for an assistive animal as a reasonable accommodation:

1. Public housing applicants who have received public housing offers, and public housing residents may use the Reasonable Accommodation form to request an assistive animal as a reasonable accommodation.
2. Public housing applicants who have received public housing offers, and public housing

residents use the Reasonable Accommodation Verification to obtain verification that the person for whom the assistive animal is requested is a person with a disability as defined in Section 504, the ADA and the Fair Housing Act regulations and that the requested animal is needed to assist with the disability.

3. Refer to the information in the section entitled “Making a Reasonable Accommodation Request” on pages 11 through 15 of these policies and procedures for the steps in processing these and other reasonable accommodation requests.
4. Compliance with the assistive animal policies will be required to the extent feasible without violating the individual’s rights to have an assistive animal.
5. The assistive animal owner shall be responsible for the animal's care and the animal must be kept according to MHA’s Lease and Community Policies.
6. If the animal or its care subsequently poses a public health problem or results in a lease violation, the problem will be addressed, under the terms of the MHA Lease and Community Policies. In such a case, the Site Manager or designee may send the resident a Notice of Lease Violation.

#### LIVE-IN AIDES:

A live-in aide is a person eighteen (18) years of age or older who resides with one or more elderly (at least sixty-two (62) years of age), near-elderly (at least fifty (50) years of age but below sixty-two (62) years of age), or disabled (see the definition of a person with disabilities on page 4) person(s) and who is determined to be essential to the care and well-being of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary supportive services. A relative may be considered a live-in aide, but must meet all the criteria listed herein. Persons with children or spouses may, on a case-by-case basis, be allowed to serve as Live-in Aides.

Requests for live-in aides are subject to the foregoing policies. The two forms discussed below replace the Reasonable Accommodation Request and Reasonable Accommodation Verification forms (respectively) for purposes of requesting a live-in aide as a reasonable accommodation.

1. The Live-in Aide Agreement is the form on which:
  - a. The head of household shall request the live-in aide. The requestor may make this request for themselves, or for a household member.
  - b. The requestor provides the Site Manager with information related to the request and the live-in aide.
  - c. The requestor shall provide the Site Manager with the name and contact information of the verification source from whom the requestor is obtaining verifications and other information



essential for obtaining a live-in aide.

2. The Live-in Aide Verification is the form on which:

a. The verification source verifies that the person for whom the Live-in Aide is being requested qualifies for, and requires, the live-in aide.

The Site Manager submits the Live-in Aide Verification form to the Asset Management Manager. The Asset Management Manager will fax the Live-in Aide Verification form to the verification source to help ensure the form is filled out by the designated verification source.

The Asset Management Manager may approve a written request for a live-in aide upon receipt of verification documentation including, but not limited to, completed Live-in Aide Agreement and Live-in Aide Verification forms. If the Asset Management Manager approves, or the ADA Coordinator denies, the request for a live-in aide, they will inform the requestor by means of the Approval/Denial of Reasonable Accommodation Request form.

The live-in aide may live in the unit solely to care for the family member and qualifies for occupancy only for as long as the individual requires the supportive services and is living in the unit. MHA shall deny occupancy of the unit to the live-in aide after the tenant, resident or program participant, for whatever reason, is no longer living in the unit.

A relative may be considered as a live-in aide but must meet all the criteria outlined in this section and must be able to provide care for the family member. The tenant and the live-in aide shall acknowledge that the live-in aide does not have any right to the unit and does not qualify for continued occupancy as a remaining family member by signing the Live-in Aide Agreement (which shall become an addendum to the tenant's/resident's lease).

The ADA Coordinator may deny the live-in aide request of a person who does not meet the admission criteria described in the ACOP. The process by which applicants, residents and participants may appeal a denial of a live-in aide request, or any other adverse decisions related to disabilities, is described in the Reasonable Accommodation Grievances and Appeals section.

### TRANSFERS:

The reasonable accommodation policies mentioned throughout this document apply to transfers based on a request for reasonable accommodation. Transfers based on a request for reasonable accommodation in Public Housing programs shall be documented in the same manner (as indicated throughout this policy) as other reasonable accommodation requests are documented (e.g. a Reasonable Accommodation Request form must be filled out). The only additional requirement is that, in addition to the aforementioned, the Public Housing requestor must complete and submit a Request for Transfer form.

In Public Housing, MHA shall not require, or recommend as an alternative, that a resident with a disability must accept a transfer instead of providing some other reasonable accommodation. However, if a public housing resident with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately-sized UFAS-compliant unit in that resident's development, an adjacent development, or a development to which the resident has expressed a willingness to move, MHA may offer to transfer the resident to the vacant unit in their development or adjacent development instead of providing structural modifications. However, if that resident rejects the offered transfer, MHA shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden or would result in a fundamental alteration to a MHA program, service or activity. MHA shall inform applicants, residents and participants whether their transfers, structural modifications, and all other reasonable accommodations are granted by means of the Approval/Denial of Reasonable Accommodation Request form.

Residents will bear the cost of all transfers except emergencies due to physical hazards and demolition, disposition and rehabilitation. However, where there is a hardship due to health or other factors, the Property Manager or designee may recommend that families be reimbursed for out-of-pocket expenses for an occupancy standard transfer in an amount not to exceed a reasonable moving allowance established by MHA. Residents who seek reimbursement must provide proof of their out- of-pocket expenses to MHA, i. e., receipts. The Division Director or designee must approve the expense.

Costs associated with transfers under emergency due to physical hazards and demolition, disposition and rehabilitation, that are mandated by MHA, will be covered by the property in which the resident is being displaced from.

#### FORMER USERS OF ILLEGAL DRUGS:

Under the Fair Housing Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, a former user of illegal drugs (recovered or now in recovery) is considered to be a person with disabilities and is protected against discriminatory treatment, but persons engaged in current illegal use of controlled substances are not protected.

The term "person with a disability" includes an individual who:

1. Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs, or has otherwise been rehabilitated successfully and is no longer engaging in such use;
2. Is participating in a supervised rehabilitation program and is no longer engaging in such use; or
3. Is erroneously regarded as engaging in such use, but is not engaging in such use.

Anti-discrimination laws protect individuals who have a history of illegal use of a controlled substance or addiction and do not engage in the current illegal use of a controlled substance if they can otherwise meet the definition of a person with a disability.

When an individual claims recovery, the designated employee will require the person to present evidence of recovery from a qualified, neutral third party. The designated employee may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in a unit owned and managed by MHA or as a condition to being allowed to participate in other MHA housing programs. If it is determined that the individual "has recovered or is in recovery" and is thus a "person with a disability," the designated employee will consider requests for reasonable accommodations.

The designated employee will require the individual to provide documentation that would convince a reasonable person that the applicant/resident is not a current user of illegal drugs.

Documentation that an applicant/resident/program participant is not a current user of illegal drugs could include:

1. Verification from a reliable drug treatment counselor or program administrator, or other party acceptable to the designated employee, indicating:
  - a. that the applicant/resident/program participant is/has been in treatment;
  - b. that there is a reasonable probability of success in refraining from the use of illegal drugs;
  - c. that the applicant/resident/program participant is complying/has complied with the requirements of the treatment program; that the applicant/resident/program participant is not currently a user of illegal drugs; and
  - d. the period of time the applicant/resident/program participant has not been using drugs (this verification may include documentation of the results of urinalyses over a period of time); and/or
2. Verification from a probation or parole officer:
  - a. that the applicant/resident/program participant has met or is meeting the terms of probation or parole;
  - b. is not currently a user of illegal drugs;
  - c. and for what period of time the applicant/resident/program participant has not been using illegal drugs (this verification may include documentation of the results of urinalyses over a period of time); and/or

3. Verification from a third party/parties, indicating:
  - a. that the applicant/resident/program participant is not currently using illegal drugs and
  - b. for what period of time the applicant/resident/program participant has not been using illegal drugs;
4. Description of the relationship between the third party/parties and the applicant/resident/program participant (verifications will not be accepted from the applicant's/resident's relatives); and
5. Description of how the third party/parties know(s) the status of whether the applicant/resident/program participant is currently using illegal drugs.

When an applicant/resident/program participant has a history of drug rehabilitation/treatment followed by recidivism, or is currently in treatment (as opposed to having completed treatment), more documentation may be necessary to convince a reasonable person that the applicant/resident/program participant is not a current user of illegal drugs.

The applicant/resident/program participant may be required to show in what ways:

- a. Their current situation, and
- b. Their claim to be a former illegal user of a controlled substance, and
- c. Their claim to be able to comply with the essential terms of the MHA Lease or other housing program requirements is different from previously unsuccessful efforts to stop illegally using a controlled substance.

In all situations in which an applicant/resident claims to be a person with a disability due to former illegal drug use, the Asset Management Manager will determine the reliability and validity of information/verifications provided with the request for reasonable accommodation. The Asset Management Manager will make a determination approving or denying the reasonable accommodation request and a determination of eligibility for housing assistance accordingly.

#### ALCOHOLISM:

MHA will not discriminate against any person solely because of a disability of alcoholism. The designated employee will, however, deny admission to an applicant, terminate assistance to a participant or terminate the tenancy of a resident, who MHA has reasonable cause to believe will behave in a manner that will interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, other tenants, or MHA personnel. The term “reasonable cause to believe” shall be determined on a case-by-case analysis. MHA may evaluate whether a person

poses – or would pose – a direct threat to the health or safety of others.

MHA will make determinations of direct threat based on the following guidelines described in the following statement from the May 17, 2004 Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act:

A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (e.g., current conduct, or a recent history of overt acts). The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat. Consequently, in evaluating a recent history of overt acts, a provider must take into account whether the individual has received intervening treatment or medication that has eliminated the direct threat (i.e., a significant risk of substantial harm). In such a situation, the provider may request that the individual document how the circumstances have changed so that he no longer poses a direct threat. A provider may also obtain satisfactory assurances that the individual will not pose a direct threat during the tenancy. The housing provider must have reliable, objective evidence that a person with a disability poses a direct threat before excluding him from housing on that basis.

MHA will apply the same standard of performance and behavior to an individual with alcoholism as it applies to others. If any unsatisfactory performance or behavior is related to the disability of an applicant/resident/program participant, the behavioral manifestations of the condition may be taken into consideration in determining whether the applicant/resident/program participant is qualified. If unable to meet the tenancy requirements, the applicant/resident/program participant may be denied housing on that basis, provided any request for reasonable accommodation has been considered. The process by which applicants, residents and participants may appeal a denial of housing or program participation, or any other adverse decisions related to disabilities, is described in the Reasonable Accommodation Grievances and Appeals section.

#### EMERGENCY EVACUATION:

Public Housing program applicants (who have received public housing offers) and residents with disabilities must ultimately be responsible for their own safety. Thus, they may choose not to live above the ground floor because of possible inability to escape a fire. They must, however, be allowed to decide whether living in an upper-floor dwelling unit outweighs whatever safety concerns may exist.

At move-in orientation and during recertification, the Site Manager or designee informs Public Housing program residents that with their consent, the Site Manager will provide information to the fire and police departments that identifies residents who will have special needs in case of an emergency evacuation. The Site Manager will only share this information with these parties if consent is given.

The Site Manager or designee will provide each resident with a copy of the Release of Disability-Related Special Needs in Case of Emergency Evacuation (Release) form at move-in and recertification. The Site Manager will maintain these forms confidentially in the Site Office files. These forms will also be maintained confidentially at the MHA Central Office in case the Site Offices are inaccessible due to an emergency.

In emergency situations, and only insofar as is reasonably feasible, Site Managers or designees will inform fire and/or police departments as to which residents have special emergency evacuations needs.

Buildings with more than four units or with units above the first floor shall have evacuation plans identifying escape routes and procedures to be followed in case of emergency, including procedures for notifying persons who are deaf or blind and for evacuating persons who cannot climb stairs or may be disoriented. It is recommended that the evacuation plan be worked out with the local fire department.

#### OTHER MEMPHIS HOUSING AUTHORITY PROGRAMS AND SERVICES:

MHA administers a number of programs and services in addition to those previously mentioned in this policy. MHA will endeavor to ensure any person with disabilities who requests reasonable accommodation related to any MHA programs and/or services are provided all such accommodations as is their right under federal, state, and local laws and regulations.

Forms included:

1. Notice of Nondiscrimination on the Basis of Disability
2. Notice of Right to a Reasonable Accommodation
3. Reasonable Accommodation Request and Examples of Reasonable Accommodations
4. Reasonable Accommodation Verification
5. Live-in Aide Agreement
6. Live-in Aide Verification
7. Auxiliary Aids Request

8. Authorization for Release of Information
9. Letter to an Applicant, Resident or Program Participant for a Meeting About Reasonable Accommodation
10. Request for More Information or Verification Regarding a Reasonable Accommodation Request
11. Letter to Verification Source for a Reasonable Accommodation Request
12. Approval/Denial of Reasonable Accommodation Request
13. Release of Disability-Related Special Needs in Case of Emergency Evacuation
14. Reasonable Accommodation Script
15. Acknowledgement of Receipt of Reasonable Accommodation Documents
16. Reasonable Accommodation Information

**MEMPHIS HOUSING AUTHORITY PUBLIC HOUSING  
NOTICE OF NONDISCRIMINATION ON THE BASIS OF  
DISABILITY**

MEMPHIS HOUSING AUTHORITY (MHA) does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

MHA's ADA Coordinator, has been designated to coordinate compliance with the non-discrimination requirements of Section 504 of the Rehabilitation Act of 1973,(Section 504), the Americans with Disabilities Act (ADA), the Federal, State and local Fair Housing Acts, the United States Department of Housing and Urban Development Section 504 and Fair Housing Act Regulations, and the ADA regulations implemented by the United States Equal Employment Opportunity Commission and the United States Department of Justice.

ADA Coordinator contact information is as follows:

Office address: 700 Adams Avenue, Memphis, Tennessee 38105

Phone: (901) 544-6402

Fax: (901) 544-1155

\_\_\_\_\_  
Applicant, Tenant, or Program Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant, Tenant, or Program Participant's Name \*

\_\_\_\_\_  
Client Number

IN THE PRESENCE OF:

Designated MHA Employee's Signature

Date

Designated MHA Employee's Name

Designated MHA Employee's Job Title

This material is available in an accessible format upon request. Please call the, ADA Coordinator at (901) 544-6402.

**MEMPHIS HOUSING AUTHORITY  
NOTICE OF RIGHT TO A REASONABLE  
ACCOMMODATION**

If you have a disability and as a result of your disability you need . . .

- a change in the rules or policies or how MEMPHIS HOUSING AUTHORITY (MHA) does things that would give you an equal chance to live here and use the facilities or take part in programs or services on site,
- a change, repair, or special feature in a dwelling that would give you an equal chance to live in the dwelling and use the facilities at the dwelling site or take part in programs on site,
- a change, repair or special feature at some other area of a MHA building or property that would give you an equal chance to live here and use the facilities or take part in MHA programs,
- a change in the way MHA communicates with you or gives you information.

You may ask for this kind of change, which is called a REASONABLE ACCOMMODATION.



MHA will give you an answer within sixty (60) business days of the Asset Management Manager's receipt of the acceptably completed Request and Verification Forms via the Approval/Denial of Reasonable Accommodation Request form.

MHA will let you know if additional information or verification is needed, or if there are other ways to meet your needs.

If MHA turns down your request, MHA will explain the reasons, and you can provide more information if you think that will help.

If you need help filling out a Reasonable Accommodation Request Form or if you want to give MHA your request in some other way, MHA will help you.

NOTE: To the greatest extent allowable by law, all information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy your housing and the common areas.

This material is available in an accessible format upon request. Please call the ADA Coordinator at (901) 544-6402 (phone).

**MEMPHIS HOUSING AUTHORITY  
REASONABLE ACCOMMODATION  
REQUEST**

Head of Household: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
(PRINT NAME)

Requestor: \_\_\_\_\_  
(PERSON REQUESTING REASONABLE ACCOMMODATION IF OTHER THAN HEAD OF HOUSEHOLD, PRINT NAME)

Address: \_\_\_\_\_ Client #: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Head of Household, Other Requestor, or Authorized Representative of Requestor)

A disability is defined, in part, as a physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such an impairment.

A Public Housing resident may request a change in their current unit or a transfer to a unit that has already been changed (in the resident's development or another development). An applicant, resident, or program participant may request assistance with, or change in, a MHA practice, rule, policy, procedure, program or service.

MHA will work with the applicant, resident or program participant to determine how to provide

the reasonable accommodation request. MHA may require documentation to support the reasonable accommodation request(s).

1. The following is the name of the household member with a disability who needs a reasonable accommodation:

Name: \_\_\_\_\_

2. Because of the above household member's disability, the following change(s) or assistance (reasonable accommodation) is necessary so that the individual can participate in a MEMPHIS HOUSING AUTHORITY (MHA) housing assistance program as easily or successfully as other program participants. Check the kind of change(s) you need.

☐ A change or special feature in a MHA dwelling, building or property.

☐ Assistance with, or change in, a MHA practice, rule, policy, procedure, program or service.

3. Describe the problem that the household member named in item 1 is having, or might have, with a MHA dwelling, building, property, practice, rule, policy, procedure, program or service:

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### **MEMPHIS HOUSING AUTHORITY REASONABLE ACCOMMODATION REQUEST**

4. Describe the type of change or assistance (reasonable accommodation) required:

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5. Describe how this change or assistance will help with the problem:

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6. Indicate the verification source MHA may contact to verify that the household member named in item 1 has a disability and needs a reasonable accommodation.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: ( \_ \_ ) \_\_\_\_\_

Note: Individuals may obtain a copy of the MHA Reasonable Accommodation Policies and Procedures, upon request, from designated Site managers and Asset Management Manager's. You may also get additional copies of this request form from the ADA Coordinator:

ADA Coordinator  
700 Adams Avenue Memphis, Tennessee 38105  
(901) 544-6402 phone  
(901) 544-1155 fax

This material is available in an accessible format upon request. Please call the ADA Coordinator at (901) 544-6402 (phone).

## **MEMPHIS HOUSING AUTHORITY REASONABLE ACCOMMODATION REQUEST**

### **EXAMPLES OF REASONABLE ACCOMMODATIONS**

The following list of reasonable accommodation methods are examples that may constitute reasonable accommodations for individual MEMPHIS HOUSING AUTHORITY (MHA) applicants, residents, and program participants. These accommodations may not necessarily be "reasonable" for all individuals. In addition, each accommodation may not be available to every applicant, resident in every unit and/or in every development, and program participants.

#### **Examples of Modifications Which Constitute a Reasonable Accommodation**

Section 504 states that the design, construction or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS), Appendix A to 24 C.F.R. § 40, shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21; 8.22; 8.23 and 8.25. However, the UFAS citations noted below are provided as a reference to assist in providing a reasonable accommodation and are not intended to govern every request for a modification. In order to meet the individual's specific disability-related need(s), MHA may need to deviate from the UFAS. In addition, the reference to a UFAS section does not require all elements in that section to be made accessible. Rather, only the specific reasonable accommodation item requested is required to be accessible per the needs of the individual requesting the reasonable accommodation.

However, some modifications may not be structurally feasible in all units or all developments; in addition, some modifications may represent an undue financial and administrative burden. In such situations, the requirement to provide a reasonable accommodation is not alleviated, but must be provided by some other means such as transferring a family with a disabled member to a unit/development where the reasonable accommodation can be provided. Nevertheless, MHA will work with each qualified resident with a disability who requests a reasonable accommodation in order to identify a reasonable, effective and appropriate accommodation.

**Common Areas<sup>5</sup> -**

- Add edge protection to ramps and ramp landings with drop-offs
- Widen doors
- Provide accessible, lever-type door hardware
- Re-hang door to lay flat against a wall when opened
- Re-hang door to swing outward instead of into the accessible space
- Provide accessible or adjustable closet rods and shelves
- Provide lever faucets in public restrooms
- Provide grab bars in public restrooms
- Provide accessible toilets in public restrooms
- Lower mirrors in public restrooms
- Provide extra electrical outlets for TDD/TTY equipment
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments

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<sup>5</sup> Common Areas include, but are not limited to: PHA offices, including management and regional offices; private management company offices; community room; senior center; meeting room; mail room; laundry room; trash disposal; and, daycare facilities.

**MEMPHIS HOUSING AUTHORITY  
REASONABLE ACCOMMODATION REQUEST**

- Provide visual alarms for individuals who are deaf or hard of hearing
- Provide accessible cabinets and countertops in public kitchens
- Provide accessible appliances [i.e., refrigerator, oven, stove] in public kitchens

**Elevators<sup>6</sup>**

- Elevators shall be located on an accessible route
- Residential or fully enclosed wheelchair lifts may be used, when appropriate, and when approved by local administrative authorities. See UFAS §§ 4.10.1; 4.11

**Building Entrances and Accessible Routes<sup>7</sup>**

- Accessible signage;
- Add edge protection to ramps and ramp landings with drop-offs
- Widen doors
- Provide accessible, lever-type door hardware
- Re-hang door to lay flat against a wall when opened

- Re-hang door to swing outward instead of into the accessible space
- Add or adjust door closures
- Provide lever faucets in public restrooms
- Provide grab bars in public restrooms
- Provide accessible toilets in public restrooms
- Lower mirrors in public restrooms
- Provide extra electrical outlets for TDD/TTY equipment
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments.
- Provide visual alarms for individuals who are deaf or hard of hearing
- Providing contrasting paint on doors, around doorways, at windows, baseboards and/or stairs/risers for individuals with visual impairments
- Provide an accessible route into a building

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<sup>2</sup> Accessible elevators shall be on an accessible route and shall comply with UFAS § 4.10 and with the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, ANSI A17.1-1978 and A17.1a-1979. *See* UFAS § 4.10; Figures 20, 22 and 23. An “accessible route” is a continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32 and UFAS § 4.3.

<sup>3</sup> At least one (1) accessible route complying with UFAS § 4.3 shall be provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets or sidewalks to an accessible building entrance. *See* UFAS §§ 4.1.1(1); 4.3. In addition, UFAS requires that at least one (1) accessible route complying with UFAS § 4.3 shall connect accessible building or facility entrances with all accessible spaces and elements within the building or facility. *See* UFAS §§ 4.1.2(1); 4.3.

## **MEMPHIS HOUSING AUTHORITY REASONABLE ACCOMMODATION REQUEST**

### **Trash Disposal Facilities –**

- Provide accessible route into and through trash disposal facilities; or, provide an equally-effective accommodation such as personal trash disposal by housing staff

### **Laundry Facilities –**

- Provide accessible route into and through common-use laundry facilities. Provide at least one (1) front loading washer and one (1) front-loading dryer in public-use laundry facilities<sup>8</sup>; or, provide an equally effective accommodation such as the provision of a front-loading washer and dryer in resident’s unit; or, provision of laundry services at PHA’s expense

### **Mail Delivery/ Mailboxes -**

- Provide accessible route into and through mailboxes/mail facilities. Provide mailbox at lower height, upon request; or, provide equally effective accommodation such as home delivery.

- Apartment Entrance and Interior Doors –
- Widen doors
- Provide accessible, lever-type door hardware
- Re-hang door to lay flat against a wall when opened
- Re-hang door to swing outward instead of into the accessible space
- Add or adjust door closure speed
- Adjust door opening force required for pushing/pulling the door
- Provide lower peep holes or “telescoped” peep holes
- Provide a visual door knocker for individuals with hearing impairments
- Providing contrasting paint on doors, around doorways, at windows, baseboards and/or stairs/risers for individuals with visual impairments
- Provide ramp from accessible route to accessible entrance into unit

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<sup>4</sup> If laundry equipment is provided within individual dwelling units, or if separate laundry facilities serve one or more accessible dwelling units, then they shall meet the requirements of UFAS §§ 4.34.71 through 4.34.73.

<sup>5</sup> “Cluster boxes”, common in multi-family housing developments, are routinely placed in sequential order. However, if a customer is unable to access their mailbox due to a disability, the customer may submit a request under the U.S. Postal Service’s “Hardship Clause” and request the relocation of the mailbox to a lower, accessible level. According to § 631.42 of the U.S. Postal Service “Postal Operations Manual”, the customer submits the “Hardship Clause” request directly to their postal delivery person; the delivery person then submits the request to their manager. The manager evaluates the individual request and takes appropriate action. If the postal service is unable to relocate the mailbox, the postal service may provide an alternate accommodation such as door delivery.

## **MEMPHIS HOUSING AUTHORITY REASONABLE ACCOMMODATION REQUEST**

### **Apartment Light Switches & Electrical Outlets**<sup>10</sup>

- Lower electrical switches and/or raise electrical outlets<sup>10</sup>
- Provide extra electrical outlets for TDD/TTY equipment or other equipment utilized by individuals with disabilities
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments.
- Lower thermostat controls
- Lower circuit breakers, when located in unit

### **Apartment Interior**<sup>11</sup>

- Provide extra electrical outlets for TDD/TTY equipment or other equipment utilized by individuals with disabilities
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Provide visual and audible alarms for individuals who are deaf or hard of hearing; and, provide visual alarms in each room of unit <sup>11</sup>

- Provide windows which requires five pounds or less of opening force; provide crank type opening mechanism with large levers, when feasible
- Provide accessible storage spaces, including lowering clothes rods and/or adjustable closet shelves. Accessible storage spaces shall comply with UFAS § 4.25; Fig. 38

### **Apartment Kitchens**<sup>12</sup>

- Lower kitchen sink
- Provide lever type hardware on kitchen faucet
- Provide accessible kitchen cabinets; provide accessible hardware on kitchen cabinets
- Provide accessible kitchen counters and work space

If the following items are provided to non-disabled residents in a development:

- Provide accessible refrigerators. See UFAS § 4.34.6.8
- Provide accessible ovens. See UFAS § 4.34.6.7
- Provide accessible dishwashers. See UFAS § 4.34.6.9

10 The highest operable part of all controls, dispensers, receptacles, and other operable equipment shall be placed within at least one of the reach ranges specified in §§ 4.2.5 and 4.2.6. Except where the use of special equipment dictates otherwise, electrical and communications system receptacles on walls shall be mounted no less than 15" above the finish floor. See UFAS § 4.27.3

11 If emergency warning systems are provided, they shall include both audible alarms complying with UFAS § 4.28.2 and visual alarms complying with UFAS § 4.28.3. See UFAS § 4.1.2 (13)

12 Accessible or adaptable kitchens and their components shall be on an accessible route and shall comply with the requirements of UFAS § 4.34.6. However, the PHA will not be required to make all elements of the kitchen accessible, unless requested by the resident with a disability. Rather, the resident may request specific accessible kitchen elements.

## **MEMPHIS HOUSING AUTHORITY REASONABLE ACCOMMODATION REQUEST**

### **Apartment Bathrooms**<sup>13</sup> -

- Provide wider door
- Provide lever type hardware on lavatory faucet
- Lower wash basin
- Lower mirror
- Provide accessible toilet
- Relocate toilet paper dispenser
- Provide grab bars at toilet
- Provide grab bars at bathtub and/or shower
- Provide seat in bathtub or shower
- Provide hand-held shower device
- Relocate bathtub and/or shower controls
- Provide roll-in shower or shower/bathtub seat

### **Examples of Non-structural Reasonable Accommodations**

- Offering documents in accessible formats (e.g., large type, computer disk or Braille) and in plain language.
- Permitting rent payments and required communications to be mailed rather than delivered in person.
- Providing another housing offer if an applicant, resident or program participant can demonstrate good cause that the rejection of the initial housing offer, for example, was because of the disability of an applicant, resident or program participant's household member.
- Providing auxiliary aids, such as pencil and paper for those with speech difficulties, Telecommunication Device for the Deaf (TDD), Assisted Listening Device (ALD), a qualified sign language interpreter, or a reader, when necessary for effective communication between MHA and an applicant, resident or program participant.
- Sending mail or making phone calls to a person designated as a contact person by the person with disabilities.
- Allowing the use of assistive animals.
- Allowing a live-in aide to reside in an appropriately sized dwelling unit.
- Permitting an outside agency or family member to assist an applicant, resident or program participant in meeting screening criteria or meeting essential lease obligations.

13 Accessible or adaptable bathrooms shall be on an accessible route and shall comply with UFAS § 4.34.5. However, the PHA will not be required to make all elements of the bathroom accessible, unless requested by the resident with a disability. Rather, the resident may request specific accessible bathroom elements.

## MEMPHIS HOUSING AUTHORITY REASONABLE ACCOMMODATION VERIFICATION

Head of Household: \_\_\_\_\_ Client No: \_\_\_\_\_

Re: Reasonable Accommodation Request

For: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
(PRINT NAME OF HOUSEHOLD MEMBER FOR WHOM THE REQUEST IS BEING MADE)

PLEASE RETURN TO: \_\_\_\_\_  
(Name of MHA Employee)

\_\_\_\_\_  
(Address of MHA Employee)

\_\_\_\_\_  
(Phone/Fax of Employee)

THE FOLLOWING SECTION IS TO BE FILLED OUT BY THE DESIGNATED VERIFICATION SOURCE:

1. The individual seeking an accommodation is a person with a disability according to the following definition: *"Disability" is defined as a physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment, or being regarded*



as having such an impairment.

[ ] YES [ ] NO

2. Describe the problem(s) that the person is having with the MHA dwelling, building, property, practice, rule, policy, procedure, program or service:
3. Describe the type of change(s), feature(s) or assistance required:
4. Using the checklist on page 2 of 2, indicate the functional limitation(s) (i.e. the way major life activities are substantially limited) of the person for whom the accommodation is requested.
5. Please describe the relation between the person's functional limitation(s) and the requested accommodation. Do not provide unnecessary details about the medical history or disabled status of the person seeking an accommodation.

Name of Verification Source: \_\_\_\_\_  
(PRINT NAME OF HEALTH CARE PROVIDER)

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Title of Verification Source: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**MEMPHIS HOUSING AUTHORITY  
REASONABLE ACCOMMODATION VERIFICATION**

**CLIENT'S NAME:**

Last

First

**CLIENT #:**

<b>TYPE OF MAJOR LIFE ACTIVITIES</b> (Check applicable)	<b>DISABILITY STATUS</b> <b>D= Disabled* (or) ND= Not Disabled</b> (Enter D or ND as applicable)
<input type="checkbox"/> Walking	
<input type="checkbox"/> Standing	
<input type="checkbox"/> Climbing	
<input type="checkbox"/> Bending	
<input type="checkbox"/> Stooping	
<input type="checkbox"/> Kneeling	
<input type="checkbox"/> Use of Hands	
<input type="checkbox"/> Reaching	
<input type="checkbox"/> Self Care	
<input type="checkbox"/> Speaking	

<input type="checkbox"/> Breathing	
<input type="checkbox"/> Seeing	
<input type="checkbox"/> Hearing	
<input type="checkbox"/> Lifting	
<input type="checkbox"/> Intelligence (a person's capacity for understanding)	
<input type="checkbox"/> Thinking (the ability to form or conceive in the mind)	
<input type="checkbox"/> Perception (the brain's interpretation of internal and external stimuli)	
<input type="checkbox"/> Judgment (the ability to assess a given situation and act appropriately)	
<input type="checkbox"/> Mood (emotional tone underlying the behavior)	
<input type="checkbox"/> Behavior (specifically examining behavior that is disruptive, distressing or aggressive)	
<input type="checkbox"/> Other (Please Specify in non-technical terms that simply describe what the client cannot do or has difficulty doing)	
<b>HEALTH CARE PROVIDER / VERIFICATION SOURCE INFORMATION</b> <b>TELEPHONE NUMBER</b> (____) _____	<b>PRINT NAME:</b>  <b>SIGNATURE: _____ DATE: ____ / ____ / ____</b>
<b>NOTES (use additional sheet if necessary):</b>	

*"Disability" is defined as a physical or mental impairment that substantially limits one or more major life activities.*

## MEMPHIS HOUSING AUTHORITY LIVE-IN AIDE AGREEMENT

Client Number: \_\_\_\_\_

I, \_\_\_\_\_, residing at \_\_\_\_\_  
*(Print Head of Household's (HOH) Name)* *(Print Address)*

Request MEMPHIS HOUSING AUTHORITY's (MHA) approval for live-in-aide services provided by  
 \_\_\_\_\_, Social Security Number \_\_\_\_\_,  
*(Print Live-in Aide's Name)*

Date of birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The household member requiring Live-In Aide assistance is \_\_\_\_\_.  
*(Print Household Member's Name)*

The live-in-aide is a person who resides with one or more elderly persons (at least 62 years of age), or near elderly persons (at least 50 years of age but below the age of 62) or persons with disabilities (see definition in Live-In Aide Verification form), and who is: (a) 18 years of age or older, (b) is determined to

be essential to the care and well-being of the person; (c) is not obligated for the support of the person; and (d) would not be living in the unit except to provide the necessary supportive services.

As a condition to obtaining MHA's approval, the live-in-aide and the Head of Household hereby acknowledge and agree to the following:

1. Move in of a live-in-aide must not result in overcrowding of the existing unit according to the maximum number of persons per unit standard; although a reasonable accommodation for a resident with a disability may be to move the family to a larger unit. If change in unit size is necessitated by this request, please indicate change in number of bedrooms: from        bedrooms to        bedrooms;
2. Live-in aides must meet MHA's screening requirements. The live-in-aide agrees to provide any information that MHA deems necessary to conduct a criminal background screening. Permission to reside in the unit as a live-in-aide may be denied based on the results of this screening;
3. Before a live-in-aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in-aide is able to provide such care (Live-in Aide Verification form);
4. A live-in-aide is a single person. This agreement does not confer the right for any additional person, other than an approved live-in-aide, to reside in the household. As a reasonable accommodation for a resident with a disability, MHA may review this provision on case-by-case basis, should this provision conflict with a resident's bona fide right to a live-in-aide;
5. If the household member requiring assistance no longer resides in the unit, the live-in-aide shall not remain on the premises. If the verification source determines that the live-in-aide is no longer essential to the care and well-being of the household member, this agreement will be terminated, and the live-in-aide shall vacate the unit within 14 days after MHA has given reasonable notice to the household member requiring assistance that the verification source has made such determination;
6. If the household member requiring assistance passed away, the live-in aide shall vacate the unit within 14 days of said household member's death. If the household member requiring assistance moves out, the live-in-aide shall vacate the unit no later than said household member's departure date. Upon the termination of the live-in-aide's services for any other reason, the live-in-aide shall vacate the unit within 24 hours;
7. The Live-In Aide must be listed as a household member (not part of the family composition, regardless of the relationship) on the resident's lease and shall not violate any provisions of the lease, the Community Policies, or applicable laws. Should such violation occur, MHA may require the resident to terminate the services of the live-in-aide or face possible termination of the lease;
- 8.. MHA will consider allowing relative live-in-aides under unusual circumstances and upon approval of the Director or designee. Relatives who satisfy the definitions and stipulations above may qualify as live-in-aides, but by signing this agreement, they acknowledge their understanding that they are relinquishing all rights to the unit as the remaining member of a resident family, or under any other circumstance. If a relative wants to have remaining family status, their income will be considered as part of the family's annual income. In such a case, the relative will be considered an addition to the family composition who is allowed to be added as a reasonable accommodation, (not a live-in aide) as the income of a live-in aide must be excluded.

Head of Household's signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Live-in Aide's signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name, address and telephone number of company or organization providing the live-in-aide service (if applicable): \_\_\_\_\_

Name, address, telephone and fax number of verification source who will complete the Live-in Aide Verification form: \_\_\_\_\_

This material is available in an accessible format upon request. Please call the ADA Coordinator at (901) 544-6402 (phone).

### **MEMPHIS HOUSING AUTHORITY LIVE-IN AIDE VERIFICATION**

NAME: \_\_\_\_\_ CLIENT: \_\_\_\_\_  
(Head of Household {HOH})

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Print name of household member for whom the Live-in Aide is requested)

REQUESTED LIVE-IN AIDE INFORMATION:

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PLEASE RETURN TO: \_\_\_\_\_  
(Name of MHA Employee)

\_\_\_\_\_  
(Address of MHA Employee)

\_\_\_\_\_  
(Phone/Fax of Employee)

### **DEFINITION OF PERSON WITH DISABILITIES**

Under federal law, an individual is disabled if they have 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 HOH named above has applied for, or is a participant in, a housing program provided by MEMPHIS HOUSING AUTHORITY (MHA). The HOH has requested a Live-in Aide and must obtain verification that the Live-in Aide is needed. Please answer the questions below and return the form to the MHA employee listed above.

1. Is the Household Member disabled as defined above? ☐ YES ☐ NO
2. Is a live-in aide essential to the care and well-being of the Household Member? ☐ YES ☐ NO
3. If yes, for how long? \_
4. If the response to question # 2 is "Yes", then please explain what the live-in aide would do that is essential to the Household Member's care and well-being.  
\_\_\_\_\_  
\_\_\_\_\_
4. Does the Household Member require a live-in aide on a temporary basis? ☐ YES ☐ NO
5. If the response to question # 4 is "Yes", please provide an estimate of the duration of time (in months and/or years) during which the live-in aide must provide services that are essential to the care and well-being of the Household Member.  
\_\_\_\_\_
6. Using the checklist below, indicate the activities of daily living (ADLs) with which the person requesting a live-in aide requires assistance and with which the live-in aide would provide

**MEMPHIS HOUSING AUTHORITY  
LIVE-IN AIDE VERIFICATION**

<b>CHECKLIST: ACTIVITIES OF DAILY LIVING WITH WHICH CLIENT REQUIRES ASSISTANCE</b>	
<b>ACTIVITIES OF DAILY LIVING (ADL)</b> <i>(Check applicable)</i>	<b>CLIENT REQUIRES ASSISTANCE WITH THESE ADLs</b> <b>Y= Yes (or) N= No (Enter Y or N as applicable)</b>
<input type="checkbox"/> Walking	
<input type="checkbox"/> Standing	
<input type="checkbox"/> Sitting	
<input type="checkbox"/> Transfer to/from bed, chair/couch, bathtub and/or shower	
<input type="checkbox"/> Cooking/food preparation	
<input type="checkbox"/> Feeding themselves	
<input type="checkbox"/> Drinking	
<input type="checkbox"/> Shopping	
<input type="checkbox"/> Housecleaning	
<input type="checkbox"/> Laundry	
<input type="checkbox"/> Bathing	
<input type="checkbox"/> Grooming	
<input type="checkbox"/> Dressing (clothes)	

<input type="checkbox"/> Taking medication	
<input type="checkbox"/> Application of wound dressings (changing/applying cloth or adhesive bandages, antiseptics, etc.)	
<input type="checkbox"/> Handling financial matters	
<input type="checkbox"/> Decision-making	
<input type="checkbox"/> Memory	
<input type="checkbox"/> Lifting	
<input type="checkbox"/> Reaching	
<input type="checkbox"/> Other (Please Specify in non-technical terms that simply describe the ADLs with which the client needs assistance)	

### STATEMENT OF VERIFICATION SOURCE

I, \_\_\_\_\_ do hereby certify that the information provided  
*(Print Name)*  
above is correct and accurate to the best of my professional knowledge.

\_\_\_\_\_  
*(Signature)*      Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Title of Verification Source:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Name of organization or company:** \_\_\_\_\_

**MEMPHIS HOUSING AUTHORITY  
AUXILIARY AIDS REQUEST**

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Head of Household \_\_\_\_\_  
(PRINT NAME)

Address: \_\_\_\_\_ Client #: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Requestor: \_\_\_\_\_  
(PERSON REQUESTING AUXILIARY AID IF OTHER THAN HEAD OF HOUSEHOLD,  
PRINT NAME)

MEMPHIS HOUSING AUTHORITY (MHA) takes appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public.

Auxiliary aids include, but are not limited, to providing the following items or services when necessary for effective communication between MHA and persons including, but not limited to, MHA applicants, residents or program

participants:

1. A qualified sign language interpreter,
2. Telecommunication Device for the Deaf (TDD),
3. Assisted Listening Device (ALD),
4. A reader,
5. Printed materials in Braille,
6. Printed materials in large print,
7. Audiotape versions of print materials.

MHA furnishes appropriate auxiliary aids where necessary to afford an individual with disabilities an equal opportunity to participate in, and enjoy the benefits of, its programs or activities. In determining what auxiliary aids are necessary, MHA shall give primary consideration to the requests of the individual with disabilities.

MHA is not required to provide individually prescribed devices, readers for personal use or study, or other devices of a personal nature (including, but not limited to, personal hearing aids, walkers, canes, or wheelchairs).

MHA is not required to provide individually prescribed devices, readers for personal use or study, or other devices of a personal nature (including, but not limited to, personal hearing aids, walkers, canes, or wheelchairs).

THE FOLLOWING IS TO BE COMPLETED BY THE MHA STAFF PERSON

1. Type of auxiliary aid requested: \_\_\_\_\_
2. If a sign language interpreter is requested, obtain the following information:
  - a. Address where the interpreter needs to be: \_\_\_\_\_
  - b. Date and time the interpreter is needed:
  - c. How long (in hours) the interpreter is needed:
  - d. What kind of interpreter is needed (e.g., American Sign Language)

**MEMPHIS HOUSING AUTHORITY  
AUXILIARY AIDS REQUEST**

1. If an assistive listening device is requested, ask what type is required:

\_\_\_\_\_

2. If materials in large print format are requested, ask what font size (if known) and font style (if known) the person requests:

\_\_\_\_\_

3. If printed materials in audio tape format are requested, ask what language the person requests:

\_\_\_\_\_

4. Following is additional information that is necessary for providing the requested for auxiliary aid:

\_\_\_\_\_



---

The MHA staff person obtaining information regarding auxiliary aids may direct questions to the ADA Coordinator listed below.

Individuals may obtain a copy of the MHA Reasonable Accommodation Policies and Procedures, upon request, from designated Site Managers and Asset Management Managers. You may also get additional copies of this request form from the ADA Coordinator:

ADA Coordinator  
700 Adams Avenue Memphis, Tennessee 38105  
(901) 544-6402 phone  
(901) 544-1155 fax

Name of MHA employee taking the request: \_\_\_\_\_  
(PRINT NAME)

Phone: (\_\_\_\_) \_\_\_\_\_

This material is available in an accessible format upon request. Please call the ADA Coordinator at (901) 544-6402 (phone).

**MEMPHIS HOUSING AUTHORITY  
AUTHORIZATION FOR RELEASE OF  
INFORMATION**

Head of Household: \_\_\_\_\_

RE: Household member with disability: \_\_\_\_\_

I hereby authorize the release of information to MEMPHIS HOUSING AUTHORITY regarding the request for reasonable accommodation described on this form. This release shall constitute a limited authorization for the release of information, as described below.

I hereby authorize \_\_\_\_\_ to consult with representatives of the MEMPHIS HOUSING AUTHORITY, in writing, in person, or by telephone concerning the physical or mental impairment(s) that I assert to qualify as an individual with a disability for the sole purpose of this reasonable accommodation request.

For purposes of this Release, a "Qualified Individual with a Disability" is defined as a person who has a physical or mental impairment that:

1. Substantially limits one or more major life activities
2. Has a record of such an impairment
3. Is regarded as having an impairment

“A Physical or Mental Impairment” is defined as:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the body systems including, but not limited to: neurological, musculoskeletal, special sense organs, respiratory, and speech organs; **or**
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.

The term “Physical or Mental Impairment” includes, but is not limited to, such diseases and conditions as visual, speech and hearing impairments, epilepsy, multiple sclerosis, cancer, etc.

“Major Life Activities” include functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

“Has a Record of Such an Impairment (mental or physical)” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is Regarded as Having an Impairment” means:

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

### MEMPHIS HOUSING AUTHORITY AUTHORIZATION FOR RELEASE OF INFORMATION

2. Has a physical or mental impairment that substantially limits one or more major life activities **only as a result of** the attitudes of others toward the impairment.
3. Has none of the impairments defined by Section 504’s definition of “physical or mental impairment”, **but** is treated by a recipient as having such an impairment.

In addition, I authorize \_\_\_\_\_ to provide only documentation that is necessary to verify that I meet the definition of a “Qualified Individual with a Disability”, as defined above.

This Authorization solely authorizes the release of information necessary to verify the following:

1. Documentation necessary to verify that the person meets the definitions noted above;
2. A description of the needed accommodation; and,
3. A description of the identifiable relationship between my disability and the requested accommodation(s).

This Authorization for Release of Information should only seek information that is necessary to determine if the requested reasonable accommodation is needed because of a disability.

This Authorization does **not** authorize the MEMPHIS HOUSING AUTHORITY to examine my medical records, including diagnosis or test result(s); nor does this authorize the release of detailed information about the nature or severity of my disability.

The information/documentation released as a result of this Authorization shall be kept confidential and not shared with anyone unless required to make or assess a decision to grant or deny a reasonable accommodation request.

\_\_\_\_\_  
Name of Family Member/Parent/Legal Guardian [Print]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship to Head of Household

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Name of Health Care Provider/Documenting Authority:

\_\_\_\_\_

2. Address of Health Care Provider/Documenting Authority:

\_\_\_\_\_

\_\_\_\_\_

3. Telephone Number of Health Care Provider/Documenting Authority:

\_\_\_\_\_

4. Facsimile Number of Health Care Provider/Documenting Authority:

\_\_\_\_\_

**MEMPHIS HOUSING AUTHORITY  
LETTER TO AN APPLICANT, RESIDENT, OR PROGRAM PARTICIPANT  
FOR A MEETING ABOUT REASONABLE ACCOMMODATION**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

of Household: \_\_\_\_\_  
(PRINT NAME)

Re: Reasonable Accommodation Request

For: \_\_\_\_\_  
(PRINT NAME OF THE PERSON FOR WHOM THE REQUEST IS BEING MADE)

MEMPHIS HOUSING AUTHORITY (MHA) has received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to the meeting to help you.

We would like to meet on \_\_\_\_/\_\_\_\_/\_\_\_\_.

If you cannot come at that time, please call us at \_\_\_\_\_ a.m./p.m. \_\_\_\_ / \_\_\_\_ on to arrange another time. At this meeting, we will talk about the following matter related to the reasonable accommodation request:

\_\_\_\_\_  
\_\_\_\_\_

Please come ready to talk about the above matter. Please bring copies of any information you think might help us understand what you need.

We look forward to meeting with you. Thank you.

\_\_\_\_\_  
MHA Employee (Print Name)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
MHA Employee's Signature

(\_\_\_\_\_) \_\_\_\_\_

Phone number

\_\_\_\_\_  
MHA Return Address

**If you require a sign language interpreter, materials in an accessible format, a meeting place that is wheelchair accessible or other special features, please call the MHA at least five days in advance.**

**MEMPHIS HOUSING AUTHORITY  
REQUEST FOR MORE INFORMATION OR VERIFICATION  
REGARDING A REASONABLE ACCOMMODATION**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

To (Head of Household/Verification Source): \_\_\_\_\_

Client No: \_\_\_\_\_

Re: Reasonable Accommodation Request

For: \_\_\_\_\_  
(PRINT NAME)

We have received a request for a reasonable accommodation. We need to know more about the following matter related to the reasonable accommodation request before we can make a final determination:

\_\_\_\_\_

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We need to know more because:

---

---

Here are some ways you could give us more information:

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If these ways are a problem for you, there may be some other ways to provide the information we need. We will be happy to talk to you about other ideas you may have.

If you think that you have already given us this information or if you think we should not ask for this kind of information, please call us at \_\_\_\_\_.

Also, please call if you have any other questions.

We look forward to meeting with you. Thank you.

---

MHA Employee (Print Name)

---

Title

---

MHA Employee 's Signature

---

(\_\_\_\_) \_\_\_\_\_  
Phone Number

---

MHA Return Address

This material is available in an accessible format upon request. Please call the ADA Coordinator at (901) 544-6402 (phone)

**MEMPHIS HOUSING AUTHORITY LETTER TO VERIFICATION  
SOURCE FOR A REASONABLE ACCOMMODATION REQUEST**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Head of Household:

(PRINT NAME)

Re: Reasonable Accommodation Request

Client No:

For:

(PRINT NAME OF THE PERSON FOR WHOM THE REQUEST IS BEING MADE)

Name of Verification Source:

(PRINT NAME)

Address of Verification Source:

To Whom It May Concern:

Enclosed with this correspondence is an Authorization for Release of Information signed by the above-listed disabled head of household, disabled member of household or an authorized representative of the disabled head of household or disabled member of household and either a Reasonable Accommodation Request or Live-in Aide Agreement form. The head of household or other party as indicated above asked that you verify that they, for whom the reasonable accommodation is requested, is disabled. The head of household or other party as indicated above also indicated that they require a reasonable accommodation related to their housing, a MEMPHIS HOUSING AUTHORITY (MHA) building or property, or a MHA program or service.

State, federal and local laws require housing providers to make reasonable accommodations or changes to either the dwelling, common areas, or to rules, policies and procedures (not essential terms of the lease) if such changes are necessary to enable a person with a disability to have equal access to, and enjoyment of, the dwelling and other facilities or programs at the site. Please note that such changes must be necessary as a result of the person's disability.

The head of household, or other party as indicated above, has requested the accommodation described on either the enclosed Reasonable Accommodation Request or Live-in Aide Agreement form. Please indicate on either the enclosed Reasonable Accommodation Verification form or Live-in Aide Verification form (as applicable) whether you believe the individual requesting the accommodation has a disability within the definition provided, and whether the accommodation is necessary and will achieve its stated purpose. You may also add any other information that would be helpful in making the right accommodation for this person. If part of the reasonable accommodation plan includes services to be provided by your organization, please indicate whether your organization will provide those services.

This form should not be used to divulge the person's diagnosis or any other information that is not directly relevant to the request for an accommodation.

You can call the employee indicated below at (\_\_\_\_) \_\_\_\_\_ if you have any questions.

Please return the completed forms to the following address: \_\_\_\_\_

\_\_\_\_\_  
MHA Employee Name and Title (Print)

\_\_\_\_\_  
Employee Signature

**MEMPHIS HOUSING AUTHORITY**  
**APPROVAL/DENIAL OF REASONABLE ACCOMMODATION**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Head of Household: \_\_\_\_\_  
(PRINT NAME)

Re: Reasonable Accommodation Request

For: \_\_\_\_\_  
(PRINT NAME OF THE HOUSEHOLD MEMBER FOR WHOM THE REQUEST IS BEING MADE)

MEMPHIS HOUSING AUTHORITY (MHA) has reviewed your request for a reasonable accommodation, the verification from your verification source and all other documents related to your request. Based on all the information you have provided; MHA has made the following determination in response to your request:

1. Your request has been approved.

The projected date for providing your requested accommodation is \_\_\_\_/\_\_\_\_/\_\_\_\_

If no projected date was indicated above, MHA will inform you of the date as soon as we have that information.

2. Your request has been denied, but MHA will provide the following, alternate accommodation for the following reason(s):

3. Your request has been denied.

Your request has been denied for the following reason(s):

---

If you have questions about this decision, you may call (901) 544-6402 (phone) and ask to speak to the ADA Coordinator.

**If you disagree with the above decision, you may request a Reasonable Accommodation Grievance and Appeal Hearing by submitting a request, which may be written, oral or by any other means of communication accessible to you. The address and phone number of the contact person for scheduling a Reasonable Accommodation Grievance and Appeal Hearing is:**

**ADA Coordinator**

---

**700**

**Adams Avenue Memphis, Tennessee 38105  
(901) 544-6402 phone  
(901) 544-1155 fax**

**MHA's Reasonable Accommodation Grievance and Appeal Hearing Committee shall convene the settlement conference within thirty (30) working days of the receipt date of the request. The Executive Director or designee shall appoint a volunteer pool of impartial persons to sit as hearing officer and/or hearing officers to hear resident grievances. No MHA employee who was involved in the initial decision(s) regarding a reasonable accommodation request that is the subject of a hearing shall sit on MHA's Reasonable Accommodation Grievance and Appeal Hearing Committee during the hearing related to that request. During Reasonable Accommodation Grievance and Appeal Hearings, the ADA Coordinator's role is only to provide information regarding the contested decision. During these hearings, the ADA Coordinator cannot cast a vote regarding the contested decision.**

**You may bring documents, witnesses and/or representatives to the Reasonable Accommodation Grievance and Appeal Hearing in order to contest the manner in which a reasonable accommodation is proposed to be (or was) implemented, the denial of a reasonable accommodation request, or any other appropriate disability-related decision made by the ADA Coordinator.**

**The determination of the Reasonable Accommodation Grievance and Appeal Hearing Committee is final.**

**<sup>14</sup> If you wish to contest an adverse action pursuant to the Reasonable Accommodation Grievances and Appeals section, but do not want to do so by requesting a Hearing, you may also contact the local office of the United States Department of Housing and Urban Development concerning any complaints regarding your reasonable accommodation request:**

**United States Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity 200 Jefferson Ave #300  
Memphis, TN 38103  
(901) 544-3367**

**TDD/TTY: (800) 855-1155**

This material is available in an accessible format upon request. Please call the ADA Coordinator at (901) 544-6402 (phone)

**MEMPHIS HOUSING AUTHORITY  
RELEASE OF DISABILITY-RELATED SPECIAL  
NEEDS IN CASE OF EMERGENCY EVACUATION**

Head of Household: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
(PRINT NAME)

Address: \_\_\_\_\_ Client #: \_\_\_\_\_

1. The following is the name of the household member with a disability who will need assistance in the event of an emergency:

Name: \_\_\_\_\_

2. The person listed above requires the following assistance (due to disability) in case of an emergency



(please be sure to include any assistance you may need because of special equipment you use due to your disability):

---

---

3. The person listed above has asked that assistance or medical care be provided in the event of an emergency.

4. The person indicated below authorizes MHA to provide the information above to the appropriate police and/or fire department(s) that identifies the special needs that the disabled household member requires (due to disability) in case of an emergency. The person indicated below also indicates that they have authority to release this information.

Name: \_\_\_\_\_  
(PRINT NAME)

Relationship to the person listed in item 1: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

This material is available in an accessible format upon request. Please call the ADA Coordinator at (901) 544-6402 (phone).

## **MEMPHIS HOUSING AUTHORITY REASONABLE ACCOMMODATION SCRIPT**

This is to advise you, in simple terms, what a disability is, what a reasonable accommodation is, and the fact that people with disabilities have a right to ask for reasonable accommodations.

A disability is a physical or mental impairment that makes it difficult or impossible for you to do things like taking care of yourself, using your hands, walking, seeing, hearing, speaking, breathing or learning.

A reasonable accommodation is something MEMPHIS HOUSING AUTHORITY (MHA) is required to give you or let you do to make it easier for you to get to and live in our housing, and participate in our programs.

Some things that must happen for you to get a reasonable accommodation, are for you to give MHA enough information, if we need it, about whether you are a person with a disability and to

give MHA proof, if we need it, that you really need the reasonable accommodation you ask for.

Even if you don't have proof yet that you are a person with a disability, you have a right to ask for a reasonable accommodation.

Some things that might be a reasonable accommodation include:

- Being allowed to mail your rent to MHA instead of going to the site or management office.
- Having someone from MHA go to your house, instead of you having to go to a MHA office, to get a service.
- Getting a ramp installed leading to your front or back door, having grab bars put in your bathroom, or having some other repair or change done to your home.
- Having a repair or change done to a laundry room, community center, management office or other building owned by MHA so that you can go there and use the programs and services there.
- Having a sign language interpreter available upon request.
- Getting important MHA papers in Braille or large print or on tape.

**To get a reasonable accommodation, you must ask for it. If you can't write your request on the papers we have or need help filling them out, you can ask a MHA employee for assistance.**

MHA will give you an answer as soon as possible.

MHA will let you know if we need more information, or if there are other ways to meet your needs.

If MHA turns down your request, MHA will explain why, and you can provide more information if you think that will help. MHA will also advise you of your appeal rights if your request is denied.

It is the policy of MHA to protect all of your health information. This means that we cannot release your information without your written consent nor will we share this information with anyone who does not need to know your health information.

**MEMPHIS HOUSING AUTHORITY  
ACKNOWLEDGMENT OF RECEIPT OF REASONABLE ACCOMMODATION  
DOCUMENTS**

By signing my name below and writing my initials in front of the names of the forms and documents I have received, I indicate that I have received the following documents:

Name (print): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_Notice of Non-Discrimination

\_\_\_\_\_Reasonable Accommodation Information

\_\_\_\_\_Notice of Right to a Reasonable Accommodation

\_\_\_\_\_Reasonable Accommodation Request and Examples of Reasonable Accommodation

This material is available in an accessible format upon request. Please call the ADA Coordinator at (901) 544-6402 (phone).

## **MEMPHIS HOUSING AUTHORITY REASONABLE ACCOMMODATION INFORMATION**

MEMPHIS HOUSING AUTHORITY (MHA) is committed to making sure that its applicants, residents and program participants have information for making reasonable accommodation requests. MHA has posted a copy of its Reasonable Accommodation Policy and Procedures in conspicuous locations at the applicant, resident and program participant waiting areas of the Central Office of MHA; the offices of MHA's private management companies; and, the management office in each public housing development. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from MHA's ADA Coordinator.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

Some examples of reasonable accommodations include (but are not limited to): grab bars installed in bathrooms, ramp installed at entrance doors of dwellings, using an assistive animal (also called a service, therapeutic, or support animal) such as a seeing-eye dog, visual and audible alarms for individuals who are deaf or hard of hearing, widening doorways, lever-type door hardware, live-in aids, transfers to another dwelling (with proof that this is needed because of disability), and being given MHA documents in an accessible format like Braille or large print.

Use the following forms to request a reasonable accommodation and make sure you complete the forms to the best of your ability. By completing these forms you will help us understand how we can best assist you. If you are unable to do so, then please ask MHA for assistance to complete the forms. Please be advised that in order for MHA to assist you, we also need you to complete the *Authorization for Release of Information* form:

17. *Reasonable Accommodation Request*. This is used to make any request other than a request for a live-in aide.
18. *Live-in Aide Agreement*. This is used if you need a live-in aide. A live-in aide is someone who only lives in the unit to assist the resident or program participant who is elderly or is a person with a disability.

If you are a Public Housing program participant, and have not yet been determined eligible, you may request a *Reasonable Accommodation Request* form by writing to the Manager of Asset Management or calling Memphis Housing Authority:

Attention: Manager, Asset Management  
MEMPHIS HOUSING AUTHORITY  
700 Adams Avenue  
Memphis, TN 38105  
(901) 544-1100

**MEMPHIS HOUSING AUTHORITY  
REASONABLE ACCOMMODATION INFORMATION**

If you are a Public Housing resident, you may request a *Reasonable Accommodation Request*, *Live-in Aide Agreement*, or *Release of Disability-Related Special Needs in Case of Emergency Evacuation* form from your Site manager.

If you are a participant in any other MHA program and want to request a reasonable accommodation, you may ask for a *Reasonable Accommodation Request* form from the MHA employee who assists you.

Return all completed forms to the same person who gave them to you.

**Individuals may obtain a copy of the MHA Reasonable Accommodation Policies and Procedures,**



**upon request, from Public Housing Site managers and the ADA Coordinator.**

**ADA Coordinator**

700 Adams Avenue  
Memphis, Tennessee 38105  
(901) 544-6402 phone  
(901) 544-1155 fa

This material is available in an accessible format upon request. Please call the ADA Coordinator at (901) 544-6402 (phone).

**Memphis Housing Authority**

**Effective Communication Policy**

**Appendix III of The**

**Admissions and**

# **Continued Occupancy Policy**

**Effective 07/1/2021**

It is the policy of the Memphis Housing Authority (MHA) to ensure that communications with applicants, residents, program participants, employees, and members of the public with disabilities are as effective as communications with others.

MHA, including its employees, agents, contractors and private management companies/agents, shall furnish appropriate auxiliary aids and services, where necessary, to afford individuals with disabilities, including individuals with hearing, visual or cognitive disabilities, an equal opportunity to participate in, and enjoy the benefits of, the programs, services and activities conducted by MHA.

## **AUXILIARY AIDS AND SERVICES:**

"Auxiliary aids and services" include, but are not limited to: (1) qualified sign language interpreters, note-takers, transcription services, written materials, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons

(TDDs), videotext displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and, (2) qualified readers, taped texts, audio recordings, Brailled materials, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

### **REQUEST FOR EFFECTIVE COMMUNICATION:**

When an auxiliary aid or service is required to ensure effective communication, MHA will provide an opportunity for an individual with a disability to request the auxiliary aid or service of their choice. MHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that MHA will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual will submit their request for auxiliary aids or services to the appropriate MHA staff person designated below. All requests shall be dated and time-stamped upon receipt by the appropriate MHA staff person.

Within forty-eight (48) hours of receipt of the individual's request, the designated MHA staff person will consult with the individual with the disability when the preferred type of auxiliary aid or service is not available or not required, and the staff person is attempting to ascertain whether an alternative means of communication will ensure effective communication.

Within five (5) business days following receipt of the effective communication request(s), the designated MHA staff person will provide the requesting individual with notification of the proposed auxiliary aid or service to be provided.

The ADA Coordinator will maintain copies of all requests for effective communication and, including final disposition, for the duration of this Agreement.

Individual requests for Effective Communication will be directed to the following MHA officials:

#### **Resident Requests:**

MHA resident requests for auxiliary aids or services should be made to the AMP administrator at the resident's development.

#### **Applicant Requests:**

Applicants for MHA housing should make requests for auxiliary aids and services to the AMP administrator at the development for which they are applying.

#### **Other Requests:**

Requests from members of the public who wish to participate in programs, services and/or activities of MHA shall submit their request(s) for auxiliary aids and services as directed in MHA notices, appointment notifications, forms, or brochures. They may also submit requests for auxiliary aids to the MHA 504/ADA Coordinator.

However, individuals with disabilities who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., shall make their requests no later than five (5) days prior to the event.

#### GRIEVANCE PROCEDURES:

If the requesting individual with a disability is not satisfied with the MHA's response to the individual's request(s) for an auxiliary aid or service, the individual may file a formal grievance, including appropriate supporting documentation, if any, with MHA's Section 504/ADA Coordinator. The grievance may be communicated orally or in writing.

However, all oral grievances must be reduced to writing and maintained in MHA's files. In addition, MHA shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time stamped.

Within seventy-two (72) hours of receipt, MHA's Section 504/ADA Coordinator will respond to the individual's grievance.

The Section 504/ADA Coordinator will provide their formal decision, in writing, within ten (10) business days after receipt of the grievance.

If the individual is dissatisfied with the MHA Section 504/ADA Coordinator's determination, the individual may pursue remedies under MHA's HUD-approved Grievance Procedures.





# **APPENDIX IV COVID-19 WAIVERS**

## MHA Adopted Waivers for Public Housing Per PIH Notice 2020-33, REV-2

Item	Statutory and Regulatory Waivers	Summary of Alternative Requirements	Availability Period Ends	Did PHA Implement Waiver and Alternative Requirement?	Date PHA Adopted
PH and HCV-1 PHA 5-Year and Annual Plan	<u>Statutory Authority</u> Section 5A(a)(1), Section 5A(b)(1), Section 5A(g), Section 5A(h)  <u>Regulatory Authority</u> § 903.5(a)(3), 903.5(b)(3), 903.13(c), 903.21, 903.23	<ul style="list-style-type: none"> <li>Alternative dates for submission</li> <li>Changes to significant amendment process</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> <li>MHA must submit their 5-Year and Annual Plan no later than 10/18/20</li> </ul>	YES	4/10/20
PH and HCV-2 Family income and composition – delayed annual reexaminations	<u>Statutory Authority</u> Section 3(a)(1)  <u>Regulatory Authority</u> § 982.516(a)(1), § 960.257(a)	<ul style="list-style-type: none"> <li>Permits the PHA to delay the annual reexamination of income and family composition</li> <li>HCV PHAs must implement HCV-7 for impacted families if they implement this waiver</li> </ul>	<ul style="list-style-type: none"> <li>6/31/21</li> </ul>	NO	NA

## MHA Adopted Waivers for Public Housing Per PIH Notice 2020-33, REV-2

Item	Statutory and Regulatory Waivers	Summary of Alternative Requirements	Availability Period Ends	Did PHA Implement Waiver and Alternative Requirement?	Date PHA Adopted
PH and HCV-3 Annual reexamination Income Verification	<u>Regulatory Authority</u> § 5.233(a)(2), 960.259(c), 982.516(a)  <u>Sub-regulatory Guidance PIH Notice 2018-18</u>  <b><u>ACOP Section:</u></b> <b>V.I.D – Reexamination Procedures</b> <b>V.I.E – Enterprise Income Verification and Third-Party Verification</b>	<ul style="list-style-type: none"> <li>• Waives the requirements to use the income hierarchy, including the use of EIV, and will allow PHAs to consider self-certification as the highest form of income verification</li> <li>• PHAs that implement this waiver will be responsible for addressing material income discrepancies that may arise later</li> </ul>	<ul style="list-style-type: none"> <li>• 6/31/21</li> </ul>	YES (effective internally 3/23/20)	4/10/20
PH and HCV-4 Interim reexaminations	<u>Statutory Authority</u> Section 3(a)(1)  <u>Regulatory Authority</u> § 5.233(a)(2), 982.516(c)(2), 960.257(b) and (d), 960.257(c), 982.259(c)  <u>Sub-regulatory Guidance PIH Notice 2018-18</u>  <b><u>ACOP Section:</u></b> <b>VII – Interim Rent Adjustments: Fixed Rent System</b>	<ul style="list-style-type: none"> <li>• Waives the requirement to use the income verification requirements, including the use of EIV, for interim reexaminations</li> </ul>	<ul style="list-style-type: none"> <li>• 6/31/21</li> </ul>	YES (effective internally 3/23/20)	4/10/20

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PH and HCV-5 EIV System Monitoring	<u>Regulatory Authority</u> <u>§ 5.233</u>  <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	<ul style="list-style-type: none"> <li>• Waives the mandatory EIV monitoring requirements.</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	4/10/20
PH and HCV-6 FSS Contract of Participation	<u>Regulatory Authority</u> § 984.303(d)	<ul style="list-style-type: none"> <li>• Provides for extensions to FSS contract of participation</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	4/10/20
PH and HCV-7 Waiting List	<u>Regulatory Authority</u> § 982.206(a)(2) PIH Notice 2012-34  <b><u>ACOP Section:</u></b> <b><u>II.B – Waiting List Management</u></b>	<ul style="list-style-type: none"> <li>• Waives public notice requirements for opening and closing waiting list</li> <li>• Requires alternative process</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	4/10/20
PH-1 Fiscal closeout of Capital Grant Funds	<u>Regulatory Authority</u> § 905.322(b)	<ul style="list-style-type: none"> <li>• Extension of deadlines for ADCC and AMCC</li> </ul>	<ul style="list-style-type: none"> <li>• Varies by PHA</li> </ul>	YES	4/10/20
PH-2 Total Development Costs	<u>Regulatory Authority</u> § 905.314(c)-(d)	<ul style="list-style-type: none"> <li>• Waives the TDC and HCC limits permitting approval of amounts in excess of published TDC by 25% to 50% on a case by case basis</li> </ul>	<ul style="list-style-type: none"> <li>• Applies to development proposals submitted to HUD no later than December 31, 2021</li> </ul>	YES	4/10/20

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PH-3 Cost limitations	<u>Regulatory Authority</u> § 905.314(j)	<ul style="list-style-type: none"> <li>Allows for the use of force account labor for modernization activities in certain circumstances</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/10/20
PH-4 ACOP	<u>Regulatory Authority</u> § 960.202(c)(1)	<ul style="list-style-type: none"> <li>Establishes an alternative requirement that policies may be adopted without board approval</li> <li>Any provisions adopted formally must be adopted formally no later than December 31, 2020</li> </ul>	<ul style="list-style-type: none"> <li>3/31/21</li> <li>6/30/21</li> </ul>	YES	4/10/20
PH-5 CSSR	<u>Statutory Authority</u> Section 12(c)  <u>Regulatory Authority</u> § 960.603(a) and 960.603(b)  <b><u>ACOP Section:</u></b> <b>XV. Community Service Self-Sufficiency Policy</b>	<ul style="list-style-type: none"> <li>Temporarily suspends CSSR</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES (effective internally 3/23/20)	4/10/20
PH-6 Energy Audits	<u>Regulatory Authority</u> § 965.302	<ul style="list-style-type: none"> <li>Allows for delay in due dates of energy audits</li> </ul>	<ul style="list-style-type: none"> <li>12/31/21</li> </ul>	YES	4/10/20

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PH-7 Over-income families	<u>Statutory Authority</u> Section 16(a)(5)  <u>Sub-regulatory Guidance</u> Housing Opportunity Through Modernization Act of 2016: Final Implementation of the Public Housing Income Limit 83 FR 35490 PIH Notice 2019-11	<ul style="list-style-type: none"> <li>Changes to timeframes for determination of over-income</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	NO	4/10/20
PH-8 Resident Council Elections	<u>Regulatory Authority</u> § 964.130(a)(1)	<ul style="list-style-type: none"> <li>Provides for delay in resident council elections</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	NO	NA
PH-9 Utility Allowance	<u>Regulatory Authority</u> § 965.507	<ul style="list-style-type: none"> <li>Provides for delay in updating utility allowance schedule</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	NO	NA
PH-10 Tenant notifications	<u>Regulatory Authority</u> § 966.5  <b><u>ACOP Section:</u></b> <b>IV.C – Posting Policies, Rules and Regulations at Housing Developments</b>	<ul style="list-style-type: none"> <li>Advance notice not required except for policies related to tenant charges</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/10/20
PH-11: Designated Housing Plan Renewals	<u>Statutory Authority</u> Section 7(f)	<ul style="list-style-type: none"> <li>Extends the Plan's effective period through December 31, 2020, for Plans due to expire between the date of this Notice and December 31, 2020.</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	NO	NA

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PH-12: Public Housing Agency Annual Self-Inspections	<u>Statutory Authority:</u> Section 6(f)(3)  <u>Regulatory Authority:</u> § 902.20(d)	<ul style="list-style-type: none"> <li>• Waives the requirement that the PHA must inspect each project</li> </ul>	<ul style="list-style-type: none"> <li>• 12/31/20</li> </ul>	YES	7/2/20
PH-13 Over-Income Limit: Termination Requirement	<u>Statutory Authority</u> Section 16(a) as amended by section 103 of HOTMA  Implementation Notice: Housing Opportunity Through Modernization Act of 2016: Final Implementation of Public Housing Income Limit, 83 Fed. Reg. 35,490 (July 26, 2018)  <u>ACOP Section:</u> <b>V.I.E – Over-Income Families</b>	<ul style="list-style-type: none"> <li>• Waives the requirement that a family whose income has exceeded the over-income limit for the locality for two consecutive years be terminated within 6 months of the third income determination.</li> <li>• As an alternative requirement, over-income families will remain public housing households instead of being terminated and will be charged the applicable FMR as the family's monthly rental amount.</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	11/30/20
PH-14 Annual Choice of Rent	<u>Statutory Authority:</u> 42 USC 1437a(a)(2)(A)  <u>Regulatory Authority</u> § 960.253  <u>ACOP Section:</u> <b>VII.X – Choice of Rent</b>	<ul style="list-style-type: none"> <li>• Allows families an additional opportunity to select an income-based or flat rent</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	11/30/20

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11a PHAS	<u>Regulatory Authority</u> 24 CFR Part 902	<ul style="list-style-type: none"> <li>Allows for alternatives related to inspections</li> <li>PHA to retain prior year PHAS score unless requests otherwise</li> </ul>	<ul style="list-style-type: none"> <li>HUD will resume issuing new PHAS scores starting with PHAs with FYE dates of 6/30/21</li> </ul>	YES	4/10/20
11c Financial reporting	<u>Regulatory Authority</u> §§ 5.801(c), 5.801(d)(1)	<ul style="list-style-type: none"> <li>Allows for extensions of financial reporting deadlines</li> </ul>	<ul style="list-style-type: none"> <li>Varies by PHA FYE</li> </ul>	YES	11/30/20
12a Form HUD 50058	<u>Regulatory Authority</u> 24 CFR Part 908, § 982.158  <u>Sub-regulatory Guidance</u> PIH Notice 2011-65	<ul style="list-style-type: none"> <li>Waives the requirement to submit 50058 within 60 days</li> <li>Alternative requirement to submit within 90 days of the effective date of action</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/10/20
12b Designated housing plan	<u>Statutory Authority</u> Section 7(e)(1)	<ul style="list-style-type: none"> <li>Allows for HUD to delay notification about designated housing plan</li> </ul>	<ul style="list-style-type: none"> <li>7/31/20</li> </ul>	NO	NA