



# **City of Phoenix Housing Department**

## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

**EFFECTIVE**

**July 1, 2026**

**NOTE: The Housing Opportunities Through Modernization Act (HOTMA), which was signed into law in July 2016, changes multiple requirements related to income, assets and deductions. The Housing Department will implement the required provisions of the Act upon notification from the US Department of Housing and Urban Development of the required compliance date.**

**PLEASE NOTE: Multifamily Housing (Sunnyslope Manor & Fillmore Gardens) will have a separate HOTMA compliance date, anticipated to be 01/01/2026. Detailed information can be found in the Code of Federal Regulations and HUD Handbook 4350.3 regarding current policies and procedures.**



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## PART I – GENERAL POLICIES

### ***ADMISSIONS AND CONTINUED OCCUPANCY POLICY INTRODUCTION***

The Housing Department serves as the Public Housing Authority (PHA) for the City of Phoenix. Every reference to the duties and obligations of the Housing Department in this Policy refer to the duties and obligations of each Asset Management Project (AMP) receiving funds derived from the City's agreements with the US Department of Housing and Urban Development (HUD), including the Annual Contribution Contract (ACC), whether or not owned by the City or managed by employees of the City.

This Admissions and Continued Occupancy Policy (ACOP) defines the policies of the City of Phoenix Housing Department for the operation of housing programs, incorporating federal, state, and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

The Housing Department will administer its federally funded low-income housing program in a manner that will promote the following objectives of national and/or local housing policy:

1. To increase the supply of decent housing that is affordable to low- and moderate-income families, and accessible to job opportunities,
2. To improve housing opportunities for all Residents of the City of Phoenix on a non-discriminatory basis,
3. To help make neighborhoods safe and livable,
4. To promote housing opportunities that will assist in eliminating homelessness,
5. To encourage Resident empowerment and reduce generational poverty in federally assisted and public housing by developing and implementing strategies by which families, seniors and persons with disabilities may achieve economic and social independence, and
6. To promote a broad range of family incomes in particular developments, or in the Housing Department's developments as a whole.

NOTE: Applicants and Residents may request to review any and all documents contained in eligibility and continued occupancy files at any time. Housing Department representatives will observe the viewing; if copies of documents are requested, copies will be made at the applicant's/resident's expense, with the published cost per copy for the City of Phoenix.



## 1 FAIR HOUSING AND NONDISCRIMINATION

Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Department in operating its programs. It is the policy of the Housing Department to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex,
- b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination,
- c. Executive Order 11063,
- d. The Fair Housing Act of 1968,
- e. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities,
- f. Age Discrimination Act of 1975, which establishes certain rights of the elderly,
- g. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units.),
- h. Executive Order 13166; and
- i. Any applicable State laws or local ordinances including Phoenix City Code Section 18-11, et seq.

No person shall, on the basis of race, color, sex, religion, national or ethnic origin, familial status, actual or perceived sexual orientation, gender identity, marital status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program administered by the Housing Department.

Copies of the federal Fair Housing Act or the Fair Housing Ordinance (City of Phoenix Charter, Chapter 18, Article III) may be obtained by contacting the Housing Department at (602) 262-6794 or 711 (TDD/TTY). Upon request, these publications can be made available in Braille, large print, computer file or audio recording.

The Housing Department provides vital documents in both English and Spanish. Vital documents will be translated into other languages as needed or requested. Oral interpretation in Spanish or other languages is available upon request. Language assistance may be obtained by contacting the Limited English Proficiency Coordinator at the City of Phoenix Housing Department at (602) 262-6794.

The Housing Department will promptly investigate all complaints of housing discrimination. A Resident may report housing discrimination by contacting any Housing Department representative, supervisor, program administrator or onsite manager, or by contacting the Housing Department at:

City of Phoenix Housing Department  
251 W. Washington, 4th floor  
Phoenix, AZ 85003  
(602) 262-6794 (voice)  
711 (TDD/TTY)

Residents may also file complaints of housing discrimination with the Department of HUD in San Francisco by contacting: 1-800-347-3739, or with the State of Arizona by contacting (602) 542-5263.

The City of Phoenix Equal Opportunity Department also publishes various pamphlets and brochures providing an overview of fair housing laws. Any of these may be obtained by calling (602) 262-7486 or 711 (TDD/TTY).



## 2 REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

A reasonable accommodation is some modification or change the Housing Department can make to its units, buildings, or procedures that will assist an otherwise eligible applicant or resident with a disability to take full advantage of and use the Housing Department's programs. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodation and the guidelines the Housing Department will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Department will ensure that all applicants/Residents are aware of the opportunity to request reasonable accommodations.

### 2.1 COMMUNICATION

Notifications of reexamination, inspection, appointment, eligibility status, hearings or eviction will include information about requesting reasonable accommodation. Any notification requesting action by the applicant/Resident will include information about how to request reasonable accommodation.

### 2.2 CRITERIA FOR GRANTING ACCOMMODATION

1. Is the requestor a person with disabilities?
  - 1.1. The Fair Housing definition of a person with a disability for purposes of determining whether to grant a reasonable accommodation is: "A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition.)"
  - 1.2. If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is requested is a disability other than an apparent disability. If the disability is not apparent or documented, the Housing Department will obtain verification that the person is a person with a disability and that the requested accommodation is needed due to the disability.
2. Is the requested accommodation related to the disability? If it is determined that the request is related to the apparent or documented disability, the answer to this question is yes. If the relationship to the apparent or documented disability is not apparent, the requestor will provide documentation that the requested accommodation is needed due to the disability. The Housing Department will not inquire as to the nature of the disability.
3. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
  - 3.1. Would the accommodation constitute a fundamental alteration in the nature of the Housing Department's program or activity? The Housing Department's business is housing. If the request would alter the fundamental business that the Housing Department conducts, the accommodation would not be reasonable.
  - 3.2. Would the requested accommodation create an undue financial hardship or administrative burden?
    - 3.2.1. Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Department may request a meeting with the individual to investigate and consider equally effective alternatives.
    - 3.2.2. Generally, the individual knows best what it is they need; however, the Housing Department retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Department's programs or services.
    - 3.2.3. If more than one accommodation is equally effective in providing access to the Housing Department's programs and services, the Housing Department retains the right to select the most efficient or economic choice.



- 3.2.4. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Housing Department if there is no one else willing to pay for the modifications. If another party pays for the modification, the Housing Department will seek to have the same entity pay for any restoration costs.
- 3.2.5. If the Resident requests to make physical modifications at their own expense as reasonable accommodation, generally, the Housing Department will approve such request if it does not violate codes or affect the structural integrity and appearance of the unit.
- 3.3. Does the accommodation enable a Resident to materially violate essential lease terms? A request for accommodation that would enable a Resident to materially violate essential lease terms will not be approved, such as, allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.
- 3.4. Does the accommodation violate federal law? Reasonable accommodations will not be approved if they are a violation of federal law. Thus, the City of Phoenix Housing Department does not permit the use of medical marijuana as reasonable accommodation in any of its subsidized or assisted housing programs. (HUD General Counsel Opinions on Medical Marijuana, 1/20/2011 and 12/29/2014)



### 3 OUTREACH TO FAMILIES

1. The Housing Department will periodically pursue outreach strategies to ensure an adequate pool of families who appear to be eligible for admission. Special outreach efforts will be undertaken to attract:
  - 1.1. Applicants necessary to achieve a broad social and economic mix at each housing community and throughout the housing developments;
  - 1.2. Persons with disabilities to fill specially retrofitted units.
  - 1.3. Elderly and/or single persons to occupy zero- and one-bedroom units.
2. In addition to the [Housing Department's website](#), outreach may be undertaken through public service announcements (paid or unpaid) in local newspapers and publications targeting minority populations, and television and radio stations operating in the Phoenix Metropolitan area. Presentations by staff to agencies serving the targeted population may also be made. Staff may attend special events to encourage families to apply.
3. To expand outreach efforts, City of Phoenix Housing Department information is available on the 2-1-1 website at <http://www.cir.org/> or by dialing 2-1-1 within Arizona and 877-211-8661 from other locations in the United States. This directory provides information and referrals on timely issues of vital concern to the community and maintains a list of services from over 1,000 social service agencies and governmental offices.
4. All families will be provided with information on each public housing community, including its location, the number of apartments in the community, the bedroom size breakdown of the site, any amenities available on or near-site and the approximate waiting time for each apartment size. This information will be maintained on the Housing Department's website, and will be available in hard copy format, based on an oral or written request.
5. To ensure that all site-based waiting lists comply with affirmative action requirements, civil rights laws and certifications, the Housing Department will review changes to each site's racial and ethnic makeup annually. If necessary, the Housing Department will conduct marketing and outreach to persons in under-represented categories.
6. Additionally, the Housing Department will perform random testing of the implementation of its site-based waiting list policies every three years.



## 4 RIGHTS TO PRIVACY

The Housing Department will fully comply with all Federal, State and local laws, and with rules and regulations governing confidentiality for persons in assisted housing programs. Each staff person signs a confidentiality agreement at the commencement of their employment and participates in on-going confidentiality training. Each staff person agrees not to disclose any applicant/Resident information, directly or indirectly, of a personal, private and confidential nature to any person, or use such information in any way, either during the term of their employment or at any time after employment ceases except as described herein.

### 4.1 HUD FORM 9886 OR 9887/9887A

1. All adult members of both applicant and Resident households are required to sign HUD Form 9886-A ([9886-A.pdf](#)) or 9887/9887A ([9887.pdf](#)) Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.
2. This form must be completed for initial certification. All family members who reach the age of eighteen (18) must complete form 9886-A or 9887/9887A at the family's next interim examination or annual recertification. [\[24 CFR 5.230 b\(2\)\]](#)
3. Staff will maintain completed HUD Form 9886-A or 9887/9887A in the applicant or Resident file. Individual verification forms will continue to be used to verify specific information, such as the employment verification form which requests information specific to rate and frequency for pay, as well as potential for overtime, tips, fees, and bonuses.
4. When the Housing Department has reason to believe that a family's circumstances have changed or are different from the representations made on the most recent certification, the Department will send HUD Form 9886-A or 9887/9887A with the appropriate verification forms to the source.

### 4.2 SOURCES OF INFORMATION

The Housing Department will share information and obtain data from criminal justice agencies, child support enforcement agencies, the Arizona Department of Economic Security, the Arizona Guide System – Wage Inquiry, Social Security Administration, US Citizenship and Immigration Services, and other agencies for the purpose of background screening and income verification. Applicant or Resident information will not be released unless an appropriate signed release form from the applicant or Resident is provided.

### 4.3 INVESTIGATIONS

The Housing Department will comply, on a case-by-case basis, with information requests from federal, state, or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Housing Department will provide, upon legitimate request,

1. The current address,
2. Social Security number; and
3. Photograph (if applicable) of any recipient of assistance.



## 5 POSTINGS

The Housing Department will make available at appropriate offices, or post in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

1. Statement of Policies and Procedures governing Admissions and Continued Occupancy\*,
2. Notice of the status of the waiting list (opened or closed),
3. A listing of all the developments by name, address, number of units, address of all project offices, telephone numbers and TDD/TTY numbers,
4. Income Limits for Admission\*,
5. Utility Allowance Schedule,
6. Schedule of charges for services and repairs,
7. Grievance Procedure\*,
8. Fair Housing Poster,
9. Language Assistance Information\*,
10. Equal Opportunity in Employment Poster, and
11. Most recent score on Public Housing Assessment System, if applicable.

\*Also available on the [Housing Department's website](#).



## PART II – APPLICATIONS

### 6 APPLICATION WAITING LIST

#### 6.1 BACKGROUND

On July 1, 2011, the Housing Department instituted site-based waiting lists for all its public housing sites including all mixed income communities, Scattered Sites, Sunnyslope Manor and Fillmore Gardens.

The waitlist for applications submitted prior to July 1, 2011, for Low Rent Public Housing and the Community Wide Senior Housing waitlists were copied to each of the new site-based waitlists.

#### 6.2 OPENING AND CLOSING WAITING LISTS

1. Notice of Opening
  - 1.1. Opening any waiting list will be announced with a public notice stating that applications will be accepted. The public notice will state where, when, and how to apply. The notice will be published on the [Housing Department's website](#), in a local newspaper of general circulation and also by available minority media. The public notice will state any limitations regarding who may apply.
  - 1.2. The notice will state that applicants already on waiting lists for other housing programs and/or sites must apply separately for this program or site and applicants will not lose their place on other program or site waiting lists. The notice will include the Fair Housing logo and will be in compliance with Fair Housing requirements.
2. Closing Criteria. If the Housing Department determines that any existing waiting list contains an adequate pool of applicants, the Housing Department may stop accepting new applications or may accept only applications meeting criteria adopted by the Housing Department.
3. Notice of Closing. Closing any waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published on the [Housing Department's website](#), in a local newspaper of general circulation and also by available minority media.

#### 6.3 THE PRE-APPLICATION

The first phase in the initial application for housing assistance or the "pre-application" for a specific property. This first phase results in the family's placement on the selected waiting list.

1. Pre-applications are available and can be mailed or faxed to interested families upon request. Pre-applications are available during regular business hours, Monday through Friday, 8:00 a.m. to 4:00 p.m. at the site the applicant is interested in.
2. Completed pre-applications will be accepted during regular business hours at the on-site management office or at designated sites or events staffed by Housing Department employees.
3. The completed pre-application will be date and time stamped upon its return to the Housing Department and will result in the family's placement on the selected waiting list. Pre-applications submitted online are automatically date and time stamped. Because all assisted apartment communities have site-based waiting lists, families must complete a separate pre-application for each apartment site waitlist.
4. Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Department to make special arrangements. A Telecommunication Device for the Deaf (TDD/TTY) is available for the deaf. The TDD/TTY telephone number is 711.
5. The pre-application will include, at a minimum, the following information:
  - 5.1. Information about all family members expected to occupy the unit,
  - 5.2. Anticipated sources and amounts of income,
  - 5.3. Allowable expense information,



- 5.4. Information regarding any special housing needs, such as the need for barrier-free housing for persons with disabilities,
- 5.5. Current mailing/phone/email contact information
- 5.6. Family data required for completion of the HUD Form 50058/50059; and,
6. While the application will make inquiries necessary to determine a family's need, if any, for units retrofitted to meet the needs of mobility-, hearing-, or visually impaired persons, such inquiries will be made in a manner that clearly reflects the Housing Department's interest in meeting such special needs and not for discriminatory purposes.

#### 6.4 REPORTING CHANGES

The applicant must report changes in their applicant status including changes in family composition, income, or preference factors on the Application Update Form. The form is available online at <https://phxhousing.myhousing.com/Account/Login> or may be mailed or faxed to the applicant. A completed form for each property the applicant has submitted a pre- application for is required. Upon receipt of the completed Application Update Form(s), the Housing Department will annotate the applicant's file and will update their place on the applicant's selected waiting list. The changes will be confirmed with the family in writing.

#### 6.5 WAITING LIST ORGANIZATION

Each site's waiting list will be maintained by:

1. Bedroom size,
2. Eligibility for local preferences; and
3. Date and time of application.

#### 6.6 ASSIGNMENT OF BEDROOM SIZES

Applicants are initially sorted by bedroom size based on household members declared on the application.

1. The following guidelines will be considered in determining each family's unit size without overcrowding or over-housing.

Number of Bedrooms	Number of Persons	
0	1	2
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Mixed income or mixed finance properties may have different occupancy standards. Applicants of Marcos De Niza and Matthew Henson should refer to the management plan in the Appendices.

2. In determining bedroom size, the Housing Department will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster care.
3. In addition, the following considerations may be taken in determining bedroom size:
  - 3.1. Children of the same sex may share a bedroom.
  - 3.2. Children of the opposite sex, both under the age of 6 years may share a bedroom.
  - 3.3. Head of household and children will not be required to share a bedroom.



- 3.4. Foster-adults and/or foster-children will not be required to share a bedroom with family members. However, foster families will be subject to the same occupancy standards as other eligible families with minor children.
- 3.5. Live-in aides will get a separate bedroom.
- 3.6. Single pregnant females will occupy a one-bedroom unit.
4. Exceptions to normal bedroom size standards include the following:
  - 4.1. Units smaller than assigned through the above guidelines - A family may request a smaller unit size than the guidelines allow. The Housing Department will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned.
  - 4.2. Units larger than assigned through the above guidelines - A family may request a larger unit size than the guidelines allow. The Housing Department will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
  - 4.3. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
  - 4.4. Exceptions to the largest permissible unit size may be made in case of reasonable accommodation for a person with disabilities.
  - 4.5. Due to the difficulty in attracting and retaining qualified Residents, as well as the vacancy rate in the Scattered Sites Home Ownership Program the following guidelines were considered in determining each family's unit size until such time as there were sufficient applicants and a substantial reduction in the Program vacancy rate:

Number of Bedrooms	Number of Persons	
2	2	4
3	2	6
4	3	8
5	5	10

The program vacancy rate is sufficient and the waiting list is closed due to repositioning. Residents who were admitted under these guidelines will remain in place. However, if an existing resident in the Scattered Sites Homeownership Program removes a household member and the family no longer qualifies for the standard occupancy guidelines (paragraph 1 above), the family will be relocated.

5. When a family is offered a unit, if they no longer qualify for the unit size corresponding to the waiting sub list, they will be moved to the appropriate sub-list, retaining their preferences and date and time of application.
6. If there are no available units that match a family's required bedroom size, the family may choose to accept a unit with fewer bedrooms. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes or 24 months from initial occupancy.



## 6.7 LOCAL PREFERENCES

The Housing Department will select applicants from a waiting list based on the following ranked “local preferences” within each bedroom size category:

1. The following are the highest ranked preferences and are equally weighted. If an applicant qualifies for one of these preferences, they will be housed before other applicants.
  - 1.1. Families referred by a law enforcement agency for witness protection or other safety concern.
  - 1.2. Families displaced by City of Phoenix action.
  - 1.3. Families displaced by locally declared disaster.
  - 1.4. Families displaced by federally declared disaster.
2. Families that qualify for the following preferences are housed after the highest ranked preferences.
  - 2.1. The City of Phoenix Housing Department operates a number of programs which serve special populations, special needs or which were designed for special purposes. For these populations and programs, preference will be given to applicants that are referred from various community organizations or divisions of local government which are under a Memorandum of Understanding (MOU), Memorandum of Agreement, or a Contract with the Housing Department in accordance with program regulations.
  - 2.2. Families residing in the City of Phoenix Conventional Housing Program who become income eligible for the Scattered Sites Home Ownership Program will be given a preference for the Scattered Sites Home Ownership Program.
  - 2.3. Families residing the Scattered Site Home Ownership Program who become income ineligible for the Program will be given a preference for the City of Phoenix Conventional Housing Program.
3. Families that qualify for the following equally weighted preferences are housed after the highest ranked preferences, but before applicants with no preference.
  - 3.1. Residents of the city of Phoenix: Families who live, work, or have been hired to work in the city of Phoenix will qualify for this preference.
  - 3.2. Working Families: Families with at least one adult who is employed. This preference is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work.
4. Preferences will be reviewed at admission. Failure to maintain preference status may result in applicants being returned to the waiting list (losing position) or in ineligibility.

## 6.8 DATE AND TIME

Applicants with one or more local preferences will be housed before other applicants. Date and time of application will be used to determine the sequence of Resident selection after applying the above prescribed preferences.

## 6.9 OTHER WAITING LIST CONSIDERATIONS

### 6.9.1 INCOME TARGETING

If necessary, the Housing Department will select families from a waiting list in accordance with HUD regulations that require at least 40% of new admissions to be at or below 30% of the area median income.



## 6.9.2 DESIGNATED HOUSING

### 6.9.2.1 ELDERLY COMMUNITIES

Maryvale Parkway Terrace, Sunnyslope Manor and Fillmore Gardens are designated as elderly (age 62 and older) housing communities. In filling elderly designated vacancies:

1. First priority will be given to elderly applicants on the wait list.
2. If no elderly applicants are on this list, the next priority will be given to the disabled near-elderly applicants.
3. If no near-elderly disabled applicants are on the list, units will be offered to non-elderly disabled applicants.
4. Applicants are selected from the waiting list using the preferences outlined above.

As part of the HUD approved designated housing plan, Maryvale Parkway Terrace and Fillmore Gardens maintain a prescribed percentage of units available for disabled households. In filling these vacancies, first priority will be given to disabled households who will be selected from the waiting list using the preferences outlined above.

### 6.9.3 ACCESSIBLE UNITS

Accessible units will be offered to eligible applicants on a waiting list who require an accessible unit (as verified in writing by a medical physician) before applicants on a waiting list who do not require an accessible unit. The same preference system will be used. If there are no applicants who would benefit from the accessible features, units will be offered to the next applicant at the top of a waiting list. Applicants, however, must sign a release form stating they will accept a transfer (at their own expense), when an applicant requiring an accessible unit applies. A Resident will be given an advance thirty (30)-day notice to transfer.

### 6.9.4 DECONCENTRATION POLICY

Since July 2003, during the development of the Housing Department's Annual Plan each year, the Housing Department will calculate the average family incomes at all of its developments and prepare an analysis, in accordance with HUD regulations and guidelines, which identifies whether any of the developments are outside of the established income range set by HUD. It is the Housing Department's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. If the annual deconcentration analysis reveals that there are developments that would be subject to deconcentration strategies, the Housing Department may skip families on a waiting list to reach other families with a lower or higher income. This will be accomplished in a uniform and non-discriminating manner. The Housing Department will affirmatively further fair housing, utilize the Assessment Tool and market its entire housing portfolio accordingly.

### 6.9.5 SCATTERED SITES HOME OWNERSHIP

Scattered Sites Home Ownership Program applicants should refer to the Section 32 Plan in Appendix VII for minimum and maximum income limits.



## 6.10 PRESCREENING

The pre-application will be prescreened to determine basic income eligibility based on family size, program requirements, [current Income limits defined by HUD](#) as defined in ACOP Section 8. Applicants applying for a designated elderly property must meet the requirements in ACOP (Section 7.2) within the expected lifetime of the waitlist for which the applicant has applied. Designated elderly property waitlists are generally expected to have a lifetime of eighteen (18) months.

## 6.11 ADVERSE ACTION FOR PREScreenED APPLICATIONS

If, based on the prescreening qualifications, an adverse action is considered, applicants will be notified in writing. Applicants with mitigating circumstances will be notified that they have ten (10) business days from the date of the written correspondence to provide documentation demonstrating mitigating circumstances. If the applicant fails to respond within the timeframe specified, the Housing Department will remove the applicant's name from the waiting list. Reasonable accommodation will be made if the applicant's failure to respond is due to a verifiable disability.

## 6.12 INITIAL CONTACT AFTER APPLICATION SUBMISSION

When the Housing Department anticipates that a unit will become available, the Housing Department will contact the first applicant on the waiting list with the highest priority for this type of unit.

1. Applicants will be contacted when:
  - 1.1. The family reaches the top of the selected waiting list, and
  - 1.2. There is a unit available or there is a unit anticipated to be available, and
  - 1.3. If a unit is available, the family is able to move within an identified one hundred and twenty (120) day timeframe.
    - 1.3.1. To determine if the family is able to move within the identified one hundred and twenty (120) day period, the family will be contacted in accordance with ACOP Sections 7 and 8.
    - 1.3.2. If the family is not able to move within the identified one hundred and twenty (120) day timeframe the application is subject to withdrawal in accordance with ACOP Section 9.
    - 1.3.3. If the family is able to move within the given timeframe, their application will continue through the eligibility process (Phase II).
2. The Housing Department will attempt to contact the applicant first by telephone. If the applicant cannot be reached by telephone, the Housing Department will notify the applicant by first class mail and/or email. The applicant will be given five (5) business days from the date of the letter or email to contact the Housing Department regarding application processing.

## 6.13 WITHDRAWAL OF APPLICANTS FROM A WAITING LIST

The Housing Department will not withdraw an applicant's name from a waiting list unless:

1. The applicant requests in writing that his/her name be removed;
2. The applicant fails to respond to a written request for information or a request to declare their continued interest; or
3. The Housing Department has made reasonable efforts to contact the applicant to offer a unit or update a waiting list but has been unsuccessful. Correspondence (or other methods designated by an applicant with a disability) sent by first class mail to the latest address that is returned by the Post Office will constitute documentation of reasonable effort to contact the applicant.



## 7 APPLICATION UPDATE AND SCREENING

During the second phase of the application process, applicants will be required to complete a new and more detailed application and begin the screening and verification process.

### 7.1 APPLICATION PROCESSING

The screening and verification process begins after the fully completed new application is returned to the Housing Department.

1. The applicant's local preferences will be verified. (Local preferences are explained in ACOP Section 6.7). If the applicant no longer qualifies for one or more preferences, the applicant's name will be returned to the waiting list indicating non-preference status. The Housing Department must notify the applicant in writing of this determination.
2. If the applicant is applying for a senior designated property (see ACOP Section 6.9.2.1 for more information about designated housing), age will be verified. When applying for a designated property, applicants sixty-two (62) years of age and older will be given preference. If there are no applicants on the waiting list that are over sixty-two (62) years of age, disabled applicants between the ages of 50 and 61 will be processed. If there are no applicants in either of these categories, disabled applicants under the age of 50 will be processed.
3. Applicants requiring an accessible unit or applicants who have indicated willingness to accept an efficiency apartment will be processed in accordance with items 1 and 2 above. However, priority will be given to these applicants over those who have indicated that they are unwilling to accept an efficiency apartment or who have not indicated the need for an accessible unit.

### 7.2 ELIGIBILITY FOR ADMISSION

All families must qualify for assistance in accordance with the criteria for eligibility as established by HUD and the Housing Department. Factors of eligibility may periodically change based upon changes in federal regulations and/or Housing Department policy. Current factors of eligibility include:

1. Qualification as a family, single person, elderly person, near-elderly person, displaced person or remaining member of a Resident's family pursuant to the definition in ACOP (Section 7.3);
2. Income eligibility;
3. Satisfaction of citizenship/eligible immigration criteria for household members seeking assistance;
4. Provision of social security numbers, if applicable, and/or other certifications; and
5. Evidence that the family meets or exceeds the Housing Department's screening criteria as defined in ACOP Section 8.

### 7.3 FAMILY STATUS CRITERIA

1. The types of families eligible for assistance include (but are not limited to):
  - 1.1. The term "family" includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
    - 1.1.1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
    - 1.1.2. A group of persons residing together, and such group includes, but is not limited to:
      - 1.1.2.1. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);



1.1.2.2. Children who are subject to a joint custody agreement but live in the unit more than 50% of the time will be considered members of the household.

1.1.2.3. If both families are Residents of an assisted housing program or on the waiting list, the child(ren) may only be claimed by one parent. The parents will be encouraged to make a decision as to which parent claims the child(ren) as a family member.

1.1.2.4. If there is no agreement by both parties, "50% of the time" is defined as one hundred and eighty-three (183) days of the year, which are not required to be consecutive.

1.1.3. An elderly family, which is:

1.1.3.1. A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age; or

1.1.3.2. Two or more persons who are at least sixty-two (62) years of age living together; or

1.1.3.3. One or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.

1.1.4. A near-elderly family, which is

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

1.1.4.2. Two or more persons, who are at least 50 years of age but below the age of sixty-two (62), living together; or

1.1.4.3. One or more persons, who are at least 50 years of age but below the age of sixty-two (62), living with one or more live-in aides.

1.1.5. A disabled family is a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

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

1.1.7. A remaining member of a Resident family who is listed on the lease who continues to live in the public housing dwelling unit after all other family members have left. A child may remain in the unit as a remaining family member if the Housing Department permits an adult who meets the eligibility screening criteria to join the household as a new head of household.

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

## 2. Other Household Members

2.1. Certain persons who are not members of a "family" may still reside in a public housing unit, such as foster children, foster adults and live-in aides.

2.2. A live-in aide is a person who resides with one 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. A live-in aide has no rights or benefits under any housing program.



Written verification of the need for a live-in aide will be required from a reliable, knowledgeable professional, such as a doctor, social worker or caseworker. Once a person becomes a live-in aide, they rescind their right to later be added as a family/household member.

#### 7.4 CRITERIA FOR INCOME ELIGIBILITY AND CONTINUED OCCUPANCY

1. To be eligible for housing assistance, the family's annual income must be within the limits set for the site or program. These limits may vary by site based on HUD and LIHTC requirements, but the upper limit is generally 60-80% of the median income for the area. In some cases, in order for the Housing Department to meet Housing Department-required income targeting requirements, family income cannot exceed 30 percent of the median income for the area.
2. To be eligible for the Scattered Sites Housing Program, families must meet the minimum and maximum income requirements. In addition to the criteria detailed in this policy, admission to and continued occupancy of a unit in the Scattered Sites Program is limited to persons who meet the minimum selection criteria of the Section 32 Homeownership Plan, in Appendix VIII.
3. Applicants are not eligible for assistance if the household income exceeds the established income limit for the program/site.
4. Public Housing resident households cannot exceed 120% of the Area Median Income (AMI), by using the Very Low-Income Limit, established by HUD on an annual basis. Public Housing resident households exceeding 120% of AMI for the most recent twenty-four (24) consecutive months will be terminated from the program. [\(24 CFR 960.507\)](#)
  - 4.1. The Housing Department must conduct an income recertification twelve (12) months from the initial over-income determination. If the Public Housing resident household remains over-income, an income recertification must be conducted twenty-four (24) months after the initial over-income determination.
  - 4.2. Termination from the program will occur no than thirty (30) days after the twenty-four (24) consecutive months grace period is completed when the household's income exceeds the established limit.
  - 4.3. Public Housing resident households will receive written notification detailing this requirement during all interim and/or annual recertifications where the annual adjusted income exceeds the over-income limit. The Housing Department must provide the over-income Public Housing resident household a total of three (3) notices.
    - 4.3.1 The initial notice must be issued no later than thirty (30) days after the initial over-income determination.
    - 4.3.2 If the Public Housing resident household is still over-income after twelve (12) consecutive months, a second notice must be issued no later than thirty (30) days from the twelve (12) month income determination (recertification).
    - 4.3.3 A notice must be issued to the Public Housing resident household no later than thirty (30) days from the conclusion of the twenty-four (24) consecutive months over-income grace period.
    - 4.3.4 If a Public Housing resident household falls below the over-income limit at any time during the twenty-four (24) consecutive month grace period, the notification cycles start over.
    - 4.3.5 Residents of Sunnyslope Manor and Fillmore Gardens will not be terminated from the program but will be subject to assistance termination as described in ACOP Section 27.



5. Effective upon the HOTMA compliance date, applicants and Public Housing resident households are not eligible for assistance if:
  - 5.1 The net family assets exceed \$100,000 ([24 CFR 5.618](#)); or
  - 5.2 The family has a present ownership interest in, a legal right to reside in, and effective legal authority to sell, based on state or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence. This restriction does not apply to:
    - 5.2.1 Any property for which the family is receiving assistance for a manufactured home or under Homeownership assistance through the HCV Program from a PHA;
    - 5.2.2 Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family if the non-household member resides at the jointly owned property;
    - 5.2.3 Any person who is a victim of domestic violence including economic and technological abuse, dating violence, sexual assault or stalking; or
    - 5.2.4 Any family that is offering such property for sale.
  - 5.3 A property will be considered suitable for occupancy under this section unless the family demonstrates that it:
    - 5.3.1 does not meet the disability-related needs for all members of the family (ie., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.; or
    - 5.3.2 is not sufficient for the size of the family; or
    - 5.3.3 is geographically located so as to be a hardship for the family (ie., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the Housing Department; or
    - 5.3.4 is not safe to reside in because of the physical condition of the property (ie., the property's physical condition poses a risk to health and safety and the condition of the property cannot be easily remedied); or
    - 5.3.5 is not a property that a family may reside in under the state or local laws of the jurisdiction where the property is located.

## 7.5 CITIZENSHIP/ELIGIBILITY STATUS

1. Ineligible families are those families in which no member of the household has citizenship or eligible immigration status. To be eligible, a family must either:
  - 1.1. submit a declaration of the U.S. citizenship or eligible immigration status for each family member, or
  - 1.2. Identify in writing to the Housing Department each family member who chooses not to contend that he or she has eligible immigration status.
2. Assistance under federal housing programs is restricted to U.S. citizens or noncitizens who have eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see [42 U.S.C. 1436a\(a\)](#)). Those who qualify as eligible immigrants are treated differently based upon their age.
  - 2.1. Noncitizens who are sixty-two (62) years of age or older can sign a declaration of eligible immigrant status and provide proof of age.
  - 2.2. All other noncitizens must provide a signed declaration of eligible immigrant status, provide one of the documents accepted by the Immigration and Naturalization Service, and a signed verification consent form.
3. Noncitizens may choose not to contend that they have eligible immigrant status and still be housed in or remain in the assisted housing.
  - 3.1. So long as at least one family member is either a U.S. citizen or an eligible immigrant, the family will qualify as a "mixed family."



3.2. A "mixed family" that includes at least one member with U.S. citizenship or eligible immigration status, as well as other members without U.S. citizenship or eligible immigration status, may still be eligible for an assistance amount which is prorated based on the number of members of the family with U.S. citizenship or eligible immigration status (which means they will pay a higher rent than they would if all family members were either citizens or eligible noncitizens.)

#### 7.6 ELIGIBILITY OF STUDENTS AT SUNNYSLOPE MANOR AND FILLMORE GARDENS

1. The Housing Department shall determine a student's eligibility for assistance at Sunnyslope Manor or Fillmore Gardens at move-in, annual recertification, initial certification, and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.
2. Assistance at Sunnyslope Manor and Fillmore Gardens shall not be provided to any individual who:
  - 2.1. Is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
  - 2.2. Is under the age of 24; and
  - 2.3. Is not married; and
  - 2.4. Is not a veteran of the United States Military; and
  - 2.5. Does not have a dependent child; and
  - 2.6. Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving Section 8 assistance as of November 30, 2005). (See Definition E in Figure 3-6);
  - 2.7. Is not living with his or her parents who are receiving assistance at Sunnyslope Manor or Fillmore Gardens; and
  - 2.8. Is not individually eligible to receive assistance at Sunnyslope Manor or Fillmore Gardens and has parents (the parents individually or jointly) who are not income eligible to receive assistance.

NOTE: Unless the student can demonstrate his or her independence from parents, the student must be eligible to receive Section 8 assistance, and the parents (individually or jointly) must be eligible to receive Section 8 assistance in order for the Resident to receive Section 8 assistance.

3. For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate the absence of, or his or her independence from, parents. Other criteria may be included, but at a minimum, the student must meet all of the following criteria to be eligible for assistance at Sunnyslope Manor or Fillmore Gardens. The student must:
  - 3.1. Be of legal contract age under state law;
  - 3.2. Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or meet the U.S. Department of Education's definition of an independent student.
  - 3.3. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
  - 3.4. Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.
4. Any financial assistance a student receives in excess of amounts received for tuition is included in annual



income, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving assistance at Sunnyslope Manor or Fillmore Gardens. This includes assistance from:

- 4.1. the Higher Education Act of 1965,
- 4.2. from private sources, or
- 4.3. from an institution of higher education
5. If an ineligible student is a member of an applicant household or an existing household receiving assistance at Sunnyslope Manor or Fillmore Gardens, the assistance for the household will not be prorated but will be terminated in accordance with the guidance in ACOP Section 26.

NOTE: The Housing Department will not evict or require an ineligible student to move from a unit as long as the student is in compliance with the terms of the lease.

## 7.7 SOCIAL SECURITY NUMBER DOCUMENTATION

1. Families are required to disclose social security numbers for all household members prior to admission or certify that an individual does not have a Social Security number. Refusal to provide a Social Security number renders an applicant ineligible for housing assistance. Verification will be completed through the provision of a valid Social Security card issued by the Social Security Administration or other forms of verification deemed acceptable by the Housing Department. Acceptable alternate forms of verification will include: benefit award letters, payroll records, and immigration letters/documents. This list may be periodically amended. Housing Department staff may authorize the use of other forms of verification on a case-by-case basis.
2. For family members required to provide social security numbers (SSN), the required documentation is:
  - 2.1. A valid social security card issued by the Social Security Administration (SSA);
  - 2.2. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual; or
  - 2.3. Such other evidence of the SSN as HUD may prescribe in administrative instructions.
3. The following individuals are not required to provide a social security number:
  - 3.1. Any household member that does not contend to have eligible immigration status and has not been assigned a social security number. The family must still identify these household members at the time of the application. The Housing Department will not deny assistance to mixed families due to nondisclosure of a social security number by an individual who does not contend to have eligible immigration status.
  - 3.2 Existing Residents as of January 31, 2010, who have provided a valid social security number.
  - 3.3 Existing Residents as of January 31, 2010, who are sixty-two (62) years of age or older (born on or before January 31, 1948) and had not previously disclosed a social security number.
4. If a child under the age of 6 is added to the application within 6 months of the date of admission, the application will be approved so long as the information listed above is submitted within ninety (90) calendar days from the date of admission. An extension of one additional ninety (90) day period will be granted if the failure to comply is due to circumstances that could not have been reasonably foreseen and are outside the control of the household.
5. Failure of the family member to comply will result in a determination of ineligibility or lease termination.

## 7.8 PROHIBITION OF ASSISTANCE TO NONCITIZEN STUDENTS AT SUNNYSLOPE MANOR AND FILLMORE GARDENS

1. Noncitizen students and their noncitizen families may not receive assistance. Noncitizen students are not eligible for continuation of assistance, prorated assistance, or temporary deferral of termination of assistance.



2. A noncitizen student is defined as an individual who is as follows:
  - 2.1. A Resident of another country to which the individual intends to return;
  - 2.2. A bona fide student pursuing a course of study in the United States; and
  - 2.3. A person admitted to the United States solely for the purpose of pursuing a course of study as indicated on an F-1 or M-1 student visa.
3. This prohibition applies to the noncitizen student's noncitizen spouse and children. However, spouses and children who are citizens may receive assistance. For example, a family that includes a noncitizen student married to a U.S. citizen is a mixed family; refer to ACOP Sections 7.5 and 14.5.

## 7.9 SIGNING CONSENT FORMS

1. In order to be eligible, each member of the family who is at least eighteen (18) years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - 2.1. A provision authorizing HUD or the Housing Department to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - 2.2. A provision authorizing HUD or the Housing Department to verify previous or current employers' income information pertinent to the family's eligibility for or level of assistance;
  - 2.3. A provision authorizing HUD to request income information from the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - 2.4. A provision authorizing PHAs to obtain financial records from any financial institution whenever the PHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits; and
  - 2.5. A statement that the authorization to release the information required by the consent form will remain effective until the earliest of:
    - The rendering of a final adverse decision for an assistance applicant;
    - The termination of a participant's eligibility for assistance from HUD or the Housing Department; or
    - The written notification is issued to the Housing department from the applicant or resident (or applicable family member) to revoke consent. [\[24 CFR 5.230\(b\) and \(c\)\(5\)\]](#)
- 2.6. Families have the right to revoke consent by noticing the PHA; however, revoking consent will result in termination or denial of assistance. [\[24 CFR 5.232\]](#)



## 8 SCREENING

Federal regulations provide that any organization involved in the administration of federally assisted housing programs may deny admission to a family whose habits and practices may reasonably be expected to have a detrimental effect on a housing development or other Residents who live there.

The Housing Department in its capacity as a federally funded housing provider and a landlord is committed to providing housing to only those families whose prior tenancies give rise to the belief that they will use and occupy the dwelling unit and common areas in accordance with the provisions of the Housing Department's lease.

To this end, the Housing Department screening will occur in a manner so as to collect information about the family which is objective and reasonable.

### 8.1 SCREENING CRITERIA

1. The Housing Department will consider objective and reasonable aspects of the family's background prior to final eligibility determination.
  - 1.1. An applicant's past performance in meeting financial obligations, especially rent.
  - 1.2. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other Residents;
  - 1.3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other Residents or staff or cause damage to the property;
  - 1.4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - 1.5. History of abusing alcohol in a way that may interfere with health, safety, or right to peaceful enjoyment by others.
  - 1.6. The Housing Department Director may suspend any or all screening criteria provided it is suspended program-wide and not on an individual basis.
2. The Housing Department will verify the information provided by the applicant to determine their ability to comply with the essential elements of the lease. These verifications may include but are not limited to:
  - 2.1. A rental history check of all adult family members, including landlord verifications;
  - 2.2. A review of public court records;
  - 2.3. A credit report;
  - 2.4. A criminal background check on all adult household members, including live-in aides. This check will be made through state or local law enforcement or court records. Where the individual has lived outside the local area, the Housing Department may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
  - 2.5. A review of sex offender databases;
3. Based upon these verifications, the Housing Department will determine if the applicant was chronically late with rent payments, has negative landlord references, has been evicted for nonpayment of rent or had other legal action initiated against him/her for debts owed. Any of these circumstances can be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

### 8.2 CRIMINAL BACKGROUND CHECKS

1. All federally assisted housing is intended to provide a safe place to live and raise families. The Housing Department will implement criminal background screening in order to:



- 1.1. Help create and maintain a safe and drug-free community.
- 1.2. Keep our program participants free from threats to their personal and family safety.
- 1.3. Prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other Residents.
2. As required by HUD, the Housing Department will screen applicants as thoroughly and fairly as possible. Criminal background checks and sex offense registration database checks will apply to all members of the household who are eighteen (18) years of age or older. For households applying for the Scattered Sites Housing Program, background checks for criminal activity will apply to all adult members of the household and may apply to members who are twelve (12) years of age or older.
3. The Housing Department will ensure that any criminal record received is maintained confidentially, not misused, or improperly disseminated.
4. Applicant families will be screened to determine whether, based on their past behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Housing Department will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other Residents, Housing Department employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families may be denied admission if they fail to meet the suitability criteria.
5. The status of being a victim of domestic violence including economic and technological abuse, dating violence, sexual assault or stalking is not a reason for the denial of one's application to be a Resident in the City's Housing Programs if the applicant otherwise qualifies for assistance for admission to the program.
6. It is not the intent of the Housing Department to exclude families, but rather to include families that will contribute to the quality of life for all housing occupants.
7. The Housing Department will consider any evidence of mitigating circumstances when making its final determination. During this phase, mitigating circumstances include, but are not limited to, debts to housing providers and outstanding warrants.

### **8.3 NOTIFICATION OF ADVERSE ACTIONS**

Any applicants, with mitigating circumstances, will be notified by the Housing Department, in writing, that they have ten (10) business days from the date of the written correspondence to provide supporting documentation that the adverse action has been satisfied. If the applicant fails to respond within the timeframe specified, the Housing Department will remove the applicant's name from the waiting list. Reasonable accommodation will be made if the applicant's failure to respond is due to a disability. The applicant will be reinstated based on the Housing Department verifying the disability.

### **8.4 CONFIDENTIALITY**

1. Any criminal record received by the Housing Department from law enforcement agencies will be maintained confidentially, will not be misused or improperly disseminated and will be destroyed once the purpose for which the record was requested has been accomplished. The applicant file will be documented to indicate the background check was completed and whether or not the applicant passed the background check.
2. Any information the Housing Department receives from a drug abuse treatment facility about a person will be maintained confidentially, will not be misused or improperly disseminated and will be destroyed not later than five (5) business days after the Housing Department makes a final decision to admit the person to public housing or will be destroyed following expiration of the period for filing a challenge to the Housing Department decision to deny housing or at the conclusion of any litigation. These records will not be retained in the applicant or Resident file but will be retained separately and securely.



## 9 GROUNDS FOR DENIAL AND APPEAL PROCESS

### 9.1 REJECTION OF APPLICATION

The Housing Department may reject an application during any phase and thus remove an applicant's name from a waiting list under the following circumstances:

1. Do not meet any one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process or provide false, inaccurate or incomplete information or misrepresent any information related to eligibility, award of preference for admission, allowances, family composition or rent.
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Have net family assets that exceed \$100,000 (adjusted annually for inflation) and/or has a present ownership interest in, a legal right to reside in, and the effective legal authority to see real property that is suitable for occupancy by the family as a residence. (Reference 12.4 of this ACOP for specific details);
5. Have a history of not meeting financial obligations, especially rent;
6. Do not have the ability to maintain (with reasonable accommodation) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other Residents;
7. Currently owe rent or other amounts to any housing authority or privately-owned HUD-subsidized property in connection with their public housing or Section 8 programs;
8. Have a family household member who has been terminated for cause or evicted under any assisted or unassisted housing program;
9. Is out of compliance with the Community Service Self-Sufficiency (CSSR) requirement in connection with any public housing property or program;
10. Have committed fraud, bribery or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
11. A record of, or reasonable cause to believe, disturbances of neighbors, destruction of property, or living or housekeeping habits at prior residences that may adversely affect the health, safety or welfare of other Residents or cause damage to the unit or development;
12. A criminal conviction(s) by any household member involving crimes of physical violence against persons or property and any other criminal conviction(s), including drug-related criminal activity that demonstrate a risk of an adverse effect on the health, safety, or well-being of other Residents or staff or of damage to the property. In evaluating an applicant's criminal history, the Housing Department will consider the nature, severity, and recency of the applicant's criminal conduct.
13. Have engaged in threatening or abusive or violent behavior towards any Housing Department staff or Residents;
14. Applicants on parole, probation, rehabilitation and/or any sentencing requirement must successfully complete the program with no subsequent criminal activity within six (6) months from the latter of the date of release from prison or successful completion of the above program(s).



## 9.2 PERSONS PROHIBITED FROM ADMISSION

Federal regulations ([eCFR :: 24 CFR Part 5 Subpart I -- Preventing Crime in Federally Assisted Housing](#)) prohibit admission to federally assisted housing for a family member who:

1. Has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
2. Is subject to a lifetime registration requirement under a state sex offender registration program.
3. The Housing department has reasonable cause to believe abuses or has a pattern of abuse of alcohol that threatens health, safety, or right to peaceful enjoyment of the premises by other residents.
4. Is currently engaging in illegal use of a drug where:
  - 4.1. The member has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current; or
  - 4.2. The Housing Department has reasonable cause to believe that the illegal use or pattern of illegal use of a drug may threaten the health, safety, or right of peaceful enjoyment of the premises by other residents.
5. Was evicted from federally assisted housing in the previous three years because of drug-related criminal activity. The Housing Department may waive this requirement if the member who engaged in the drug-related activity:
  - 5.1. Has successfully completed a supervised drug rehabilitation program approved by the Housing Department; or
  - 5.2. The circumstances leading to the eviction no longer exist.
6. Is a fugitive felon and is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the household members flee, or in the case of the state of New Jersey, is a high misdemeanor.

## 9.3 INFORMAL HEARING PROCEDURES FOR APPLICANTS

If the Housing Department determines that an applicant does not meet the criteria for receiving housing assistance, the Housing Department will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal hearing of the decision within fifteen (15) business days of the denial. If the household is rejected because of criminal activity, the notice will offer the applicant a copy of the criminal records and an opportunity to dispute the accuracy and relevance of the record. The Housing Department notice will describe how to obtain the informal hearing.

At the informal stage, applicants are asked to present their objections to the decision to Housing Department management to provide an opportunity for the grievance to be cured without a hearing if possible. An in-person or virtual on-line meeting with video, audio, and screen sharing or conference call will be arranged at a mutually agreeable time within ten (10) business days. The applicant will present documentation and information regarding why he/she believes that eligibility criteria is met and the Housing Department staff person responsible for the area will attempt to settle the grievance. Within ten (10) calendar days, the Housing Department will provide the applicant with a written summary of the informal hearing. The summary will include the names of the participants, the date(s) of the meeting, the nature of and the reasons for the proposed disposition and the procedures for obtaining a formal hearing if the complainant is not satisfied. A copy of the summary will be placed in the applicant's file.

## 9.4 FORMAL HEARING PROCEDURES FOR APPLICANTS

If the applicant is dissatisfied with the proposed disposition at the informal stage, the applicant may make a written request for a formal hearing within five (5) business days after receipt of the summary of the informal



hearing.

The Housing Department shall give the applicant the opportunity for formal hearing in accordance with the following procedures:

1. Hearings must be requested in writing and the formal hearing will be scheduled within thirty (30) calendar days of receipt of the applicant's written request.
2. The Housing Department will notify the applicant in writing of the hearing date, time and location of the hearing for in-person meetings. For applications requesting a virtual meeting, the Housing Department will notify the applicant in writing of the hearing date, time, and the virtual on-line meeting with video, audio, and screen sharing, or conference call information of the hearing.
3. The hearing may be continued only upon the showing of good cause by the applicant or the Housing Department.
4. The hearing shall be conducted by any person designated by the Housing Department, who will be known as the hearing officer and will be a person other than the person or a subordinate of the person who made or approved the decision under review.
5. The hearing officer will conduct the formal review and decide the issue.
6. Applicant(s) shall be given an opportunity to present oral or written objections to the Housing Department's decision.
7. The Hearing Officer shall notify the applicant in writing of the final decision within fifteen (15) business days after the informal review. For applicants of Sunnyslope Manor and Fillmore Gardens, the Hearing Officer shall notify the applicant in writing of the final decision within five (5) business days. This notice shall include a brief statement of the reasons for the final decision.
8. The Housing Department will prepare and retain a detailed record of the proceedings for at least three (3) years after the review date. A transcript is not required. The formal hearing may be recorded. Recordings will be retained in accordance with the retention schedule of the program.
9. If the Housing Department determines that an applicant family is ineligible because an attempt to verify eligible immigration status with the INS was unsuccessful, the family shall have thirty (30) days from the receipt of the Notice of Ineligibility or from receipt of the INS appeal decision to request a formal hearing on the ineligibility determination.



## 10 THE INTERVIEW APPOINTMENT

If the Housing Department has received the full application (referenced in ACOP Section 7.1) and the family meets the eligibility requirements in accordance with Phase II, the family will be scheduled for an interview. The interview will be conducted for verification and documentation of all information listed in this section. If elected, a virtual on-line meeting with video, audio, and screen sharing or conference call will be arranged. Documents can be mailed, delivered, or uploaded electronically using the City of Phoenix Secure File Transfer Protocol.

### 10.1 MISSED APPOINTMENTS

The Housing Department will allow the applicant to reschedule an appointment or interview for good cause. Applicants will be given two (2) opportunities to reschedule. Under extenuating circumstances, the Housing Department will reschedule more than twice with prior approval of a supervisor.

### 10.2 VERIFICATION

The Housing Department will verify the following information relating to eligibility, deductions from income, admission preferences and compliance with applicant screening criteria:

1. Eligibility for admission (reference section 7):
  - 1.1. Income, assets and asset income;
  - 1.2. Divested assets;
  - 1.3. Family composition;
  - 1.4. Social Security numbers;
  - 1.5. Citizenship or Eligible Immigration Status; and
  - 1.6. Required criminal history review
2. Local or Ranking preferences (reference section 6.7):
  - 2.1. Families displaced through City of Phoenix action;
  - 2.2. Families who are referred from a law enforcement agency for witness protection or other safety concern;
  - 2.3. Working families, and those who cannot work due to age or disability;
  - 2.4. Residents who live and/or work in the City of Phoenix; and
  - 2.5. Income targeting, income tiers, deconcentration, broad range of income goals;
3. Deductions (reference section 12.4):
  - 3.1. Family members (other than head or spouse) under age eighteen (18);
  - 3.2. Age or disability of family head or spouse;
  - 3.3. Disability of family members other than head or spouse;
  - 3.4. Full-time student status of family members other than head or spouse;
  - 3.5. Childcare costs;
  - 3.6. Disability assistance expenses (working families only); and
  - 3.7. Unreimbursed medical costs (elderly and disabled families only.)
4. Standards for Applicant Selection Criteria (reference section 8.1):



- 4.1. Documented ability to abide by the Housing Department lease requirements;
- 4.2. Landlord references;
- 4.3. Credit checks; and
- 4.4. Previous history of tenancy, rent paying, caring for a home;
- 4.5. Criminal history of all adult family members. If reasonable cause exists to believe a member of the household under the age of eighteen (18) has a criminal record, a criminal background check may be completed.

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## 11 METHODS OF VERIFICATION

### 11.1 AUTOMATIC OR MANUAL UP-FRONT VERIFICATION

To prevent fraud and abuse in HUD programs, the United States Code (USC) and Code of Federal Regulations (CFR) allow HUD and Public Housing Agencies to obtain information about applicants and participants to determine their eligibility or level of benefits. Most importantly, the USC authorizes computer-matching agreements of income information.

The Housing Department will use UIV (Up-Front Income Verification) and EIV (Earned Income Verification) computer matching systems, in addition to automated or manual up-front income verification to the maximum extent possible when conducting initial or annual examinations of family income and composition.

### 11.2 THIRD-PARTY VERIFICATION DOCUMENTATION PROVIDED BY THE FAMILY

1. Age, relationship, U.S. citizenship, and social security numbers will generally be verified with documentation provided by the family. For citizenship, the family's declaration will be accepted. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family. Documents can be mailed, delivered, or uploaded electronically using the City of Phoenix Secure File Transfer Protocol.
2. An original or authentic document generated by a third-party source that is dated within sixty (60) days preceding the date requested by the Housing Department. Such documentation may be in possession of the tenant or application, and commonly referred to as tenant-provided documents. These documents are considered third-party verification because they originated from a third-party source. May document in the possession of the tenant or applicant are derived from third-party sources (i.e., employers, federal, state and/or local agencies, banks, etc.). The Housing Department may reject any tenant or applicant provided documents and follow-up directly with the source to obtain necessary verification of information. Examples of tenant-provided documentation that may be used includes but is not limited to:
  - 2.1 pay stubs;
  - 2.2 payroll summary report;
  - 2.3 employer notice/letter of hire/termination;
  - 2.4 SSA benefit letter;
  - 2.5 bank statements;
  - 2.6 TANF benefit letters and or printouts; and
  - 2.7 unemployment monetary benefit notices.

### 11.3 THIRD-PARTY VERIFICATION FORM

This type of verification is also known as third-party verification and includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. It may also be a report generated by a request from the Housing Department or automatically by another government agency, i.e. the Social Security Administration.

1. To obtain written third-party verification, the Housing Department will send a request form to the source along with a release form signed by the applicant/Resident via first class mail, facsimile or by internet/email. Verification forms and reports received will be contained in the Applicant/Resident file.
2. Photocopies and/or original documents received will be maintained in the Applicant/Resident file.
3. If the source does not respond within ten (10) calendar days to the initial verification request sent by mail, a phone call will be made to obtain oral verification.

### 11.4 ORAL THIRD-PARTY VERIFICATION

1. This verification is obtained by contacting the income/expense source via telephone. Housing Department staff should document the tenant file, the date and time of the telephone call, the name of the person



contacted and telephone number, along with the confirmed information.

2. If the source does not respond to the first phone call, a follow-up call will be made within three (3) calendar days. If there is no response from the source, the resident or applicant will be notified that he/she is responsible for obtaining third-party verification or a third-party reference.

#### 11.5 TENANT OR APPLICANT PROVIDED DOCUMENTS

This type of verification is utilized when no other form of third-party verification is available. In these cases, the Housing Department will determine which documents will be deemed acceptable as a source of verification and will document the applicant or tenant file, including the reasons why third-party verification was not available.

#### 11.6 CONFIDENTIALITY

1. All verifications and information received by the Housing Department will be maintained confidentially and will not be misused or improperly disseminated.
2. For applicant families that become Residents, records will be maintained as a part of the Resident file for the duration of the tenancy plus five (5) years.

The chart in Appendix III outlines the factors that may be verified and gives common examples of the verification that will be sought.

#### 11.7 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined in order for an application for assistance to be processed by the Housing Department.

1. All U.S. citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.
2. All eligible non-citizens who are sixty-two (62) years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.
3. All eligible non-citizens under the age of sixty-two (62) must sign a declaration of their status and a verification consent form and provide their original U. S. Citizenship and Immigration Services (USCIS) documentation. The Housing Department will make a copy of the individual's USCIS documentation and place the copy in the file. The Housing Department will also verify their status through the USCIS SAVE system. If the USCIS SAVE system cannot confirm eligibility, the Housing Department will mail information to the USCIS in order that a manual check can be made of USCIS records.
4. Family members who do not claim to be U.S. citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household. These family members are not eligible for assistance. However, the family may receive assistance that is prorated based on the number of family members who are U.S. citizens or non-citizens with immigration status.
5. Non-citizen students on student visas, though in the country legally, are not eligible for housing assistance. However, if the spouse of a non-citizen student is a U.S. citizen or noncitizen eligible immigration status, the family may be eligible for an assistance amount prorated based on the number of individuals in the family who are U.S. citizens or non-citizens with eligible immigration status.
6. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.
7. If no family member is determined to be eligible under this section, the family's eligibility will be denied.
8. The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.
9. If the Housing Department determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their housing unit, the family will be evicted.



## 11.8 VERIFICATION OF SOCIAL SECURITY NUMBERS

Each adult family member must provide verification of their complete and accurate social security number, and the head of household must provide verification for all dependents under the age of eighteen (18).

1. Prior to being added to the lease, any new adult member of the household must provide verification of their social security number.
2. The head of household must provide verification for any new family members before those family members may be added to the lease.
3. The documentation necessary to verify the social security number is a valid Social Security card issued by the Social Security Administration.
  - 3.1. If the social security card is not available, the Housing Department will accept an original document from the Social Security Administration that establishes and states the number or an original document issued by the federal, state, or local government agency, which contains the name and social security number of the individual.
  - 3.2. If at any time the UIV/EIV Data System indicates that the social security number obtained by information other than the original Social Security card is not valid, the applicant/Resident will be required to provide an original Social Security Card.
  - 3.3. If an individual states that they do not have a social security number, they will be required to sign a statement to this effect. The Housing Department will not require any individual who does not have a social security number to obtain a social security number. If a member of the applicant family under the age of six (6) was added to the applicant household within the six (6) month period prior to admission and the applicant member has not been issued a social security number, the applicant household will have ninety (90) days from the date of admission to provide the documentation evidencing issuance of a social security number. If verification is not provided within ninety (90) days, the family will be evicted. If the family cannot provide the documentation due to circumstances beyond their control, an additional ninety (90) day period can be provided, at the discretion of the Housing Department.
  - 3.4. If a member of an applicant family indicates they have a social security number, but cannot readily verify it, the family cannot be housed until verification is provided. The family may retain its place on the waiting list for the program and shall have up to ninety (90) days to provide verification. If verification is not provided within ninety (90) days, the family will be determined ineligible and removed from the waiting list.
  - 3.5. If a member of a Resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to ninety (90) days to provide the verification. If the individual is at least sixty-two (62) years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.
  - 3.6. If any member of an applicant or a Resident family indicates they do not have a social security number, but provide paycheck stubs or any other evidence, or income or any other verification demonstrates they are illegally using another person's social security number, the application will be denied or the Resident family's lease will be terminated. In the case of Resident families, the Housing Supervisor and the Housing Security Supervisor must be notified immediately.

## 11.9 LANDLORD VERIFICATION

To verify the ability to live in accordance with the lease, the Housing Department will mail a verification form to previous landlords. If a landlord does not respond within 10 calendar days to the initial verification request sent by mail, a phone call will be made to obtain oral verification. If the landlord does not respond to the first phone call, a follow up call will be made within 3 calendar days. If there is no response from the landlord, the applicant file will be duly noted.



## 11.10 TIMING/FREQUENCY OF VERIFICATION

1. Verification information must be dated within one hundred-twenty (120) days of admission. Verifications older than one hundred and twenty (120) days cannot be utilized and the required information will be required to be re-verified.
2. For each U.S. citizen family member, citizenship status will be verified only once. This verification will be obtained prior to admission. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.
3. Eligible non-citizen status will be verified prior to admission. Eligible non-citizen documentation expiration dates will be tracked and re-verified as documents expire.
4. For each family member, verification of social security number and family composition/proof of age will be obtained only once. This verification will be accomplished prior to admission.

## 11.11 VERIFICATION OF ELIGIBILITY OF STUDENTS FOR ASSISTANCE AT SUNNYSLOPE MANOR AND FILLMORE GARDENS

### 11.11.1 PARENTS' INCOME MUST BE VERIFIED

1. The Housing Department will verify parents' income each time it determines the eligibility of the student receiving assistance at Sunnyslope Manor or Fillmore Gardens unless the student can demonstrate his or her independence from parents.
2. The Housing Department will accept a signed declaration and certification of income from the parents, which includes a penalty of perjury clause.
3. If the Housing Department determines that the parents' declaration and certification of income or their eligibility is questionable, it may request and review supporting documentation including, but not limited to:
  - 3.1. IRS tax returns;
  - 3.2. Consecutive and original pay stubs;
  - 3.3. Bank statements;
  - 3.4. Pension benefit statements;
  - 3.5. Temporary Assistance to Needy Families (TANF);
  - 3.6. Social Security Administration award letters; or
  - 3.7. Other official and authentic documents from a federal, State or local agency.
4. If the student's parents refuse to provide a declaration and certification of their income, the student will not be eligible for Section 8 assistance unless the student can demonstrate his or her independence from parents.
5. The Housing Department will require a declaration and certification of income from each parent regardless of marital status.
6. If the student has been living with one of his or her parents and has not had contact with or does not know where to contact his or her other parent, a certification will be obtained addressing the circumstances and that the student has not received any financial assistance, directly or indirectly, from the absent parent. The certification must include a penalty of perjury clause.
7. The Housing Department will use the applicable low-income limit for the parents' family size for the locality where the parents reside when determining the parents' income eligibility for assistance at Sunnyslope Manor and Fillmore Gardens.
8. If the student's parents live outside of the United States in areas where income limits have not been established for the Section 8 program, the Housing Department will use the applicable low-income limit for the parent's family size for the same locality used in determining the student's eligibility.



#### **11.11.2 VERIFICATION OF STUDENT'S INDEPENDENCE FROM PARENTS**

When a student claims his or her independence from parents, the Housing Department will verify the student's independence from his or her parents by:

1. Reviewing and verifying previous address information to determine evidence of a separate household, or
2. Verifying the student meets the U.S. Department of Education's definition of independent student.
3. Reviewing prior year income tax returns to verify if a parent or guardian has claimed the student as a dependent (except if the student meets the Department of Education's definition of independent student); and
4. Verifying income provided by a parent by requiring a written certification from the individual providing the support;
5. Certification is also required if the parent(s) is not providing support to the student.
6. Financial assistance that is provided by people who do not live in the unit is part of annual income.
7. Verification of student's independence is not required if the student meets the definition of vulnerable youth.

***NOTE: The Housing Opportunities Through Modernization Act (HOTMA), which was signed into law in July 2016, may change the eligibility of students for Sunnyslope Manor and Fillmore Gardens. The Housing Department will implement the required provisions of the Act upon notification from the US Department of Housing and Urban Development of the required compliance date.***



## 12 INCOME, EXCLUSIONS FROM INCOME, ASSETS AND DEDUCTIONS FROM INCOME

The gross annual income of the family is used to determine income both for eligibility and rent. Gross annual income includes sources of income as described at 24 CFR part 5, subpart F, and as periodically revised by HUD.

Definitions and determinations contained in this section reflect local decisions governing certain aspects of income and is not an all-inclusive list of sources of income to be counted.

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

### 12.1 INCOME

#### 12.1.1 ANNUAL INCOME DEFINITION

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

1. That are received from all sources by each member of the family who is eighteen (18) years of age or older, or is the head of household or spouse, plus any unearned income by or on behalf of each dependent who is under eighteen (18) years of age, including ineligible immigrant household members; and
2. Are derived from assets to which any member of the family has access that are not specifically excluded by federal regulations; and,
3. Are not specifically excluded from annual income. [\(24 CFR 5.609\)](#)

#### 12.1.2 ANNUAL INCOME INCLUSIONS

Annual income includes, but is not limited to:

1. Earned income. Income or earnings from wages, tips, salaries, commissions, fees, other employee compensation including bonuses and net income from self-employment.
2. Income from Real or Personal Property
3. Interest, dividends, and other net income of any kind from real or personal property will be included.
  - 3.1. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income.
  - 3.2. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations.
4. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.
5. When the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
  - 5.1. If a family permanently transfers assets to an irrevocable trust not under the control of any family member, the value of the trust is not included as part of the net family assets. Income distributed from the trust is included in Annual Income.
  - 5.2. If a family disposes of business or family assets for less than fair market value (including into a non-revocable trust) the Housing Department will consider the net value of those assets for two years following the date of divestiture for less than fair market value. This provision does not apply to assets divested in a foreclosure, bankruptcy, or in a divorce or separation settlement when the applicant or Resident family received some important consideration not measurable in dollar terms.
6. Income from Social Security, Veterans Administration, Pensions, Retirement Funds and other similar Sources.



- 6.1. The full amount (gross) of periodic payments received from Social Security, Veterans Administration, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount will be included.
- 6.2. However, deferred periodic amounts from supplemental security income and Social Security and Veterans Administration benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.
7. **Adjustments for Prior Overpayment of Benefits.** If an agency is reducing a family's benefits to adjust for a prior overpayment (e.g., Social Security, SSI, TANF, or unemployment benefits), the Housing Department will count the amount that is actually provided after the adjustment. Adjustments are made only for overpayment of benefits; gross income will be counted for all other reductions, such as, but not limited to, student loans, child support, taxes, other federal debt, etc.
8. **Income in Lieu of Earnings.** Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay will be included. Any payments that will begin during the next twelve (12) months must be included.
9. For Residents of Sunnyslope Manor and Fillmore Gardens, the amount of financial assistance received in excess of tuition and other required fees and charges must be included.
10. **Income from Welfare Assistance**
  - 10.1. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  - 10.2. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
11. **Income of Minors.** Only certain sources of income to a minor will be included when determining the family's gross annual income. Benefit income of a minor (such as social security or TANF) as well as any unearned income of a minor, such as interest on a savings account, will be included in family gross income. None of the earned/wage income of a minor will be included.
12. **Income of Temporarily Absent Family Members**
  - 12.1. Family composition is a self-certification by the head/co-head of household. It is the policy of the Housing Department to include the income of all persons expected to reside in the unit in the upcoming twelve (12)-month period.
  - 12.2. If one or more family members will be absent from the unit for any portion of the twelve (12) month period covered by the certification, the absent family member's income will be included for the full twelve (12) month period, even if the income will not be available to the household for the period of the expected absence.
  - 12.3. If the absent family member is the head of household or spouse, his/her full income will be included as income to the household even if he/she is not expected to occupy the unit nor to be listed on the lease unless there is adequate documentation that the head or spouse is now permanently absent from the family/unit.
  - 12.4. If the head or spouse is permanently absent from this unit, the change in family composition must be verified. Acceptable forms of verification will include legal separation papers, divorce decree, evidence of institutionalization or affidavit from head of household. Without acceptable Verification, the Housing Department will continue to include the income of the absent family member as if he/she were only "temporarily absent".



13. Income of Permanently Confined Family Members. An individual permanently confined to a nursing home or hospital may not be named as family head, spouse, or co-head but may continue as a family member at the family's discretion. The family has a choice with regard to how the permanently confined individual's income will be counted. The family may elect either of the following:
  - 13.1. Include the individual's income and receive allowable deductions related to the medical care of the permanently confined individual; or
  - 13.2. Exclude the individual's income and not receive allowances based on the medical care of the permanently confined individual.
14. Regular Recurring Contributions or Gifts
  - 14.1. The Housing Department will include as income only those cash and in-kind contributions which the family receives on a regular recurring basis and may include such items as car, credit or other periodic payments made on behalf of the Resident by a person who is not party to the lease. The HD may use, but is not limited to, bank statements, financial app statements, and credit reports to determine the potential for such recurring gifts, in addition to signed statements by donors, or affidavits by the recipient.
  - 14.2. If an adult family member "barters" labor for goods rather than monetary compensation, the HD may establish a cash value for the personal service and use it as income to the household.
  - 14.3. Non-cash gifts of groceries will not be included. Groceries and/or contributions paid directly to the childcare provider by persons not living in the unit are excluded from annual income.
  - 14.4. The Housing Department will exclude personal loans or borrowed money as income. Absent a formal loan agreement, information regarding personal loans or borrowed money will require signed statements by the donor/lender in addition to affidavits by the recipient(s).
15. If the income is seasonal, sporadic, temporary agency or on a contract (such as teachers) for less than twelve (12) months, the Housing Department will annualize the income based on information verified and consider actual past income to project the annual amount. Interim recertifications for periods of time not worked (such as weather or summer months) will not be processed. (Reference Income Calculation, Paragraph 4 for additional information).
16. Verification of income for families claiming zero (0) income, minimum rent or receiving a utility reimbursement payment.
  - 16.1. All income representations made by the family to the Housing Department must be verified to ensure the accurate calculation of total tenant payment and tenant rent. When a family claims zero income, pays minimum rent or receives a utility reimbursement, staff will use the following procedures:
    - 16.1.1. Head or co-head of household must complete a form that captures all income and/or monies received by all members of the household. This form will inquire as to how the family is currently covering living expenses such as utilities, food, clothing, etc.
    - 16.1.2. Review the family information to evaluate possible participation in publicly funded programs such as TANF.
    - 16.1.3. Pose questions to the family intended to probe for unreported income and to clarify any discrepancies.
    - 16.1.4. Use the Housing Department's electronic systems and connection with the Arizona Department of Economic Security to research the following:
      - 16.1.4.1. Food Stamp benefits
      - 16.1.4.2. TANF
      - 16.1.4.3. Unemployment benefits
      - 16.1.4.4. Credit bureau reporting



- 16.1.4.5. Enterprise Income Verification System
- 16.1.4.6. Public Records
- 16.1.5. The Housing Department will conduct a "no income interview" with the family on a quarterly basis.
- 16.1.6. Regular contributions (including non-cash contributions) to the household must be considered income if they are not for medical expenses.
- 16.2. All verified information will be placed in the Resident file. Staff will act on the information provided by a source of verified income. Staff will also meet with the family to discuss any discrepancies and provide the family with the opportunity to explain the discrepancies. If the family disputes the information provided by the third party, staff will seek further clarification by phone from the third party. If the family feels that the Housing Department's decision has an adverse effect, the family will be offered the opportunity for an informal review of any decision reached based upon the third-party information.
- 17. Income from a Business. The net income from a business or from rental of real or personal property will be included as income to the household.
  - 17.1. Staff will calculate the net income from a business by deducting from the gross income the following expenses: straight-line depreciation as provided in Internal Revenue Service (IRS) regulations, the interest portion of loan payments, and all other expenses of the business which are routine expenses of the business, and not related to business expansion or capital improvements.
  - 17.2. In addition to net income, any salaries or other amounts distributed to family members from the business must be included, and cash or assets withdrawn by family members, except when the withdrawal is a reimbursement of cash or assets invested in the business.
  - 17.3. References in Appendix III, Acceptable Sources of Verification.
- 18. Lump-Sum Payments to be Counted as Income
  - 18.1. The Housing Department will include only lump-sum payments for the delayed start of a periodic amount as income to the household. These are amounts received in one amount but were supposed to be paid periodically (e.g. unemployment benefits). Such receipts are provided in one amount because of circumstances such as processing delays. All other lump sum payments will be treated as an asset.
  - 18.2. In the event that a lump sum payment, includable in income, requires an increase in TTP for the period in which it was received, the Housing Department will require repayment on a prospective basis rather than a retroactive basis in all such instances. This method will result in an increased TTP over a twelve (12) to eighteen (18) month period and allows for the gradual repayment of the monies owed for the period of time that the Department "carried" the family while they were awaiting the benefit payments. If a family moves out during this period, there may be a retro charge for the balance owed on the lump sum.
  - 18.3. In the event the family receives a lump sum payment which includes payment for a period of time that the family was not occupying the dwelling unit, the Housing Department will not include that portion of the lump sum payment.
- 19. Alimony and Child Support
  - 19.1. A court-ordered decree will serve as third party verification of the amount of alimony and child-care income expected to be received by the family. No other form of verification is required unless the family asserts that they are receiving an amount which differs from the decree.
  - 19.2. If the amount differs from the decree, the Housing Department must verify:
    - 19.2.1. the amount which is actually being received; and
    - 19.2.2. the family has made all reasonable effort to collect the full amount due,



including evidence of filing with courts or agencies responsible for enforcement of the payments due. If the family has obtained legal assistance and there is documentation that the family has made an appointment for the express purpose of pursuing back payments, the Housing Department will consider this as an appropriate measure.

19.3. When third party verification cannot be obtained which counters the decree, the amount in the decree will be considered as income to the household.

## 20. Treatment of Military Pay

20.1. The military pay of the head of household or spouse, including allowances, with the exception of combat/hazardous duty pay, will be included as income to the household, even if the head/co-head or spouse is not listed on the lease.

20.2. If the absent head/co-head in the military has income from a job outside the military jobs or income from personal assets these income sources will not be counted as income to the family.

20.3. If the family receives an allotment from an adult child in the military on a regular recurring basis, only the amount of the allotment will be included as income and not the full military pay.

20.4. In instances where the adult child in the military is listed on the lease he/she will be treated as a temporarily absent family member and the full amount of pay, including all regular allowances, will be counted as income to the household.

20.5. Verification of the military pay and regular allowances will be solicited first from the unit commander on a Housing Department form, unless the military requires a different form for verification purposes, in which case the military's form will be used. If the Housing Department is unable to receive third party verification from the military, a review of documents will be undertaken. The spouse/co-head must cooperate by providing staff with required information such as: unit identification/address, rank, serial/social security number. Failure to cooperate will result in a denial of admission or termination of tenancy for a participating family.

21. Long-term care insurance payments in excess of one hundred and eighty dollars (\$180) per day are included as income to the household.

22. Proceeds of gaming operations regulation by the National Indian Gaming Commission or the United States Claims Court.

### 12.2 EXCLUSIONS FROM INCOME

Annual income does not include the following, is subject to verification and is required to be reported within thirty (30) days of receipt:

1. Income from employment of children (including foster children) under the age of eighteen (18) years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the Resident family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, capital gains, one-time lottery winnings, victim's restitution, settlements on insurance claims (including health and accident insurance, worker's compensation, and personal or property losses), and any other amounts that are received in a one-time (lump sum) payment;
4. Amounts received by the family which are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution. For Residents of Sunnyslope Manor and Fillmore Gardens, only the amounts of financial assistance and



other required fees are excluded;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under training programs funded by HUD;
9. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
10. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
11. Amounts received under a Resident service stipend. A Resident service stipend is a modest amount (not to exceed \$200 per month) received by a Resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to: fire patrol, hall monitoring, lawn maintenance, and Resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time;
12. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as Resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
13. Nonrecurring including gifts, personal loans or borrowed money, including temporary U.S. Census Bureau earnings in accordance with PIH 2017-05(HA) (reference Annual Income Inclusions Paragraph 14 for additional information);
14. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
15. Earnings in excess of \$480.00 for each full-time student eighteen (18) years old or older (excluding the head of household and spouse);
16. Adoption assistance payments in excess of \$480.00 per adopted child;
17. Deferred periodic amounts from Supplemental Security Income. Social Security and Veterans Administration benefits that are received in a lump sum amount or in prospective monthly amounts;
18. 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;
19. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
20. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - 20.1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 [7 U.S.C. 2017(b)];
  - 20.2. Payment to volunteers under the Domestic Volunteer Services Act of 1973, including but not limited to:
    - 20.2.1. The Retired Senior Volunteer Program (RSVP);
    - 20.2.2. Foster Grandparent Program (FGP);
    - 20.2.3. The Older American Committee Service Program; and



20.2.4. National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning programs and Special Volunteer programs.

21. 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.) This exclusion does not apply to Residents of Sunnyslope Manor and Fillmore Gardens.

22. Payments received under the Alaska Native Claims Settlement Act;

23. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes;

24. Payments made under the Department of Health and Human Services Low-Income Energy Assistance Program;

25. Payments received under programs funded in whole or in part under the Job Training Partnership Act;

26. Income from the disposition of funds of the Grand River Band of Ottawa Indians;

27. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands [25 U.S.C. 1407 – 1408]. This exclusion does not include proceeds of gaming operations regulated by the commission.

28. The amount of scholarships awarded 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. Examples of Title IV programs include but are not limited to:

- 28.1. Basic Educational Opportunity Grants (Pell Grants);
- 28.2. Supplemental Opportunity Grants;
- 28.3. State Student Incentive Grants;
- 28.4. College Work Study; and
- 28.5. Byrd Scholarships.

29. Payments received from programs funded under Title V of the Older Americans Act of 1965. Examples of programs under this act include but are not limited to:

- 29.1. Senior Community Services Employment Program (CSEP);
- 29.2. National Caucus Center on the Black Aged;
- 29.3. National Urban League;
- 29.4. Association National Pro Personas Mayors;
- 29.5. National Council on Aging;
- 29.6. American Association of Retired Persons;
- 29.7. National Council on Senior Citizens; and
- 29.8. Green Thumb

30. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation;

31. Payments received under the Maine Indian Claims Settlement Act of 1980;

32. 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 Childcare and Development Block Grant Act of 1990;

33. Earned income tax credit refund payments received on or after January 1, 1991;



34. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
35. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
36. Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
37. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act;
38. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.
39. Federal Government/Uniformed Services pension funds paid directly to an applicant's/Resident's former spouse pursuant to the terms of a court decree of divorce, annulment or legal separation;
40. Other state, local government, social security or private pension funds paid directly to an applicant's/Resident's former spouse pursuant to the terms of a court decree of divorce, annulment or legal separation.
41. Any amount received under the Richard B. Russell School Lunch Act [42 U.S.C. 1760(e)] and the Child Nutrition Act of 1966 [42 U.S.C. 1780(b)], including reduced-price lunches and food under the Special Supplement Food Program for Women, Infants and Children (WIC);
42. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 [25 U.S.C. 1774f(b)];
43. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts [42 U.S.C. 1437a(b)(4)];
44. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 [Pub. L. 111-269; 25 U.S.C. 4103(9)] to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA)(25 U.S.C. 4101 et seq) and administered by the Office of Native American Programs;
45. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.) for a period of one year from the time of receipt of payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);
46. Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 [Pub. L. 107-110, 42 U.S.C. 604(h)(4)];
47. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" [25 U.S.C. 117b(a); and
48. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by State, local governments, and disaster assistance organizations [42 U.S.C. 5155(d)].
49. The Housing Department will not provide exclusions from income in addition to those already provided for by HUD.



### 12.3 ASSETS, ASSET EXCLUSIONS AND LIMITATION ON ASSETS RESOURCE

Annual income includes amounts derived from assets to which family members have access. Assets are items of value that may be turned into cash. A savings account is a cash asset. The bank pays interest on the asset. The interest is the income from that asset.

The cash value is the amount the family could actually receive in cash if the family converted an asset to cash. If assets are owned by more than one person, the assets will be prorated to the percentage of ownership. If no percentage is specified or provided by a state or local law, the assets will be prorated evenly among all owners.

Some belongings of value are not considered assets. Necessary personal property is not counted as an asset. Clothing, furniture, cars, wedding rings or other jewelry not held as an investment, interests in Indian Trust land, term life insurance policies where there is no cash value, assets that are part of an active business, assets that are not effectively owned by the applicant and assets that are not accessible and provide no income to the applicant are examples of assets that are not counted.

If an asset is not effectively owned by an individual, it is not counted as an asset. An asset is not effectively owned when the asset is held in an individual's name, but the asset and any income it earns accrue to the benefit of someone else who is not a member of the family, and the other person is responsible for income taxes incurred on income generated by the assets.

#### 12.3.1 NET FAMILY ASSETS DEFINITION

The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment. This definition includes the cash value of all family assets with the exception of HUD's expanded and enumerated exclusions.

Third-party verification is required to verify all asset information for applicant families. Resident family assets will undergo third-party verification every year.

The Department must include the value of any business or family assets disposed of by an applicant or resident for less than market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two-year period the date of application or recertification, in excess of the consideration received in accordance [24 CFR 5.603](#).

1. Prior to the HOTMA compliance date, the Housing Department *may* allow Resident families with assets valued at less than \$5,000 to self-declare assets, including interest income, for two consecutive years. Resident family assets valued at less than \$5,000 will undergo third-party verification every third year. Assets exceeding \$5,000 are required to be verified annually by third-party verification.
2. Effective on the HOTMA compliance date, the Housing Department *may* allow Resident families with assets valued at less than \$50,000 to self-declare assets, including interest income, for two consecutive years. Resident family assets valued at less than \$5,000 will undergo third-party verification every third year. Assets exceeding \$50,000 are required to be verified annually by third-party verification.

Eligibility restriction due to family assets:

Effective upon the HOTMA compliance date, families are restricted from receiving assistance in public housing, as well as Section 8 Programs, if their net family assets exceed \$100,000 (set by HUD annually) or if the family owns real property suitable for the family to live in. NOTE: there are qualifications and exemptions from both requirements found at [24 CFR 5.618](#).



### 12.3.2 ASSETS

Assets are identified as, *but not limited to*, the value of cash, equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment, including personal property held as investments, such as stamp, gem, coin or other collections. HUD considers pay cards, such as Direct Express, assets and current balances are utilized in the calculation of assets. The HD considers holding in Financial Peer 2 Peer (P2P) Apps such as PayPal, Zelle, CashAPP, Google Pay, Apple Pay/Cash, Samsung Pay, Meta Pay, etc., cash; current balances will be utilized in the inclusion of assets.

1. Trusts may be considered asset income. A trust is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries). A trust can contain cash or other liquid assets or real or personal property that could be turned into cash. Generally, the assets are invested for the benefit of the beneficiaries. Trusts may be revocable or nonrevocable. A revocable trust is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account. When the creator sets up a nonrevocable trust, the creator has no access to the funds in the account. The beneficiary frequently will be unable to touch any of the trust funds until a specified date or event (e.g., the beneficiary's 21st birthday or the grantor's death). In some instances, the beneficiary may receive the regular investment income from the trust but not be able to withdraw any of the principal. The beneficiary and the grantor may be members of the same family. A parent or grandparent may have placed funds in trust to a child. If the trust is revocable, the funds may be accessible to the parent or grandparent but not to the child.
  - 1.1 The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account.
  - 1.2 If any member of the Resident family has the right to withdraw the funds in the account (revocable), the trust is considered to be an asset and is treated as any other asset. The cash value of the trust (the amount the family member would receive if he or she withdrew all that could be withdrawn) is added to total net assets. The actual income received is added to actual income from assets.
  - 1.3 If no family member has access to either the principal or income of the trust at the current time (nonrevocable) the trust is not included in the calculation of income from assets or in annual income. If only the income (and none of the principal) from the trust is currently available to a family member, the income is counted in annual income, but the trust is not included in the calculation of income from assets.
  - 1.4 If a Resident creates a nonrevocable trust for the benefit of another person while residing in assisted housing, the trust is considered an asset disposed of for less than fair market value. If the trust has been set up so income from the trust is regularly reinvested in the trust and is not paid back to the creator, the trust is calculated as any other asset disposed of for less than fair market value for two years and not taken into consideration thereafter.
  - 1.5 When a Resident places an asset in a nonrevocable trust but continues to receive income from the trust, the income is added to annual income and the trust is counted as an asset disposed of for less than market value for two years. Following the two-year period, the Housing Department will count only the actual income distributed from the trust to the Resident.
  - 1.6 The beneficiary of a trust may receive funds from the trust in different ways. A beneficiary may receive the full value of a trust at one time. In that instance the funds would be considered a lump sum receipt and would be treated as an asset. A trust set up to provide support for a person with disabilities may pay only income from the trust on a periodic basis. Occasionally, however, a beneficiary may be given a portion of the trust principal on a periodic basis. When the principal is paid out on a periodic basis, those payments are



considered regular income or gifts and are counted in annual income.

- 1.7 A special needs trust is a trust that may be created under some state laws, often by family members for disabled persons who are not able to make financial decisions for themselves. Generally, the assets within the trust are not accessible to the beneficiary.
- 1.8 If the beneficiary does not have access to income from the trust, then it is not counted as part of income. If income from the trust is paid to the beneficiary regularly, those payments are counted as income.

2. Annuities. An annuity is a contract sold by an insurance company designed to provide payments, usually to a retired person, at specified intervals. Fixed annuities guarantee a certain payment amount, while variable annuities do not, but have the potential for greater returns. A hybrid annuity (also called a combination annuity) combines the features of a fixed annuity and a variable annuity. A deferred annuity is an annuity that delays income payments until the holder chooses to receive them. An immediate annuity is one that begins payments immediately upon purchase. A life annuity continues to pay out as long as the owner is alive. A single-life annuity provides income benefits for only one person. A joint life annuity is issued on two individuals, and payments continue in whole or in part as long as either individual is alive. Generally, a person who holds an annuity from which he or she is not yet receiving payments will also be earning income. In most instances, a fixed annuity will be earning interest at a specified fixed rate similar to interest earned by a CD. A variable annuity will earn (or lose) based on market fluctuations, as in a mutual fund.

- 2.1 Most annuities charge surrender or withdrawal fees. In addition, early withdrawal usually results in tax penalties. When verifying an annuity, the Housing Department will ask the verification source whether the holder of the annuity has the right to withdraw the balance of the annuity. If the holder of the annuity has no right to withdraw the balance of the annuity, the annuity is not treated as an asset. Generally, when the holder has begun receiving annuity payments, the holder can no longer convert it to a lump sum of cash. In this situation, the holder will receive regular payments from the annuity that will be treated as regular income, and no calculations of income from assets will be made. However, the amount that the holder invested in the annuity will not be counted as income.
- 2.2 When an applicant or Resident has the option of withdrawing the balance in an annuity, the annuity will be treated like any other asset. If total net assets exceed \$5,000, it will be necessary to determine the cash value of the annuity in addition to determining the actual income earned. In most instances, an annuity from which payments have not yet been made is earning income on the balance in the annuity. A fixed annuity will earn income at a fixed rate in the same manner that a CD earns income. A variable annuity will earn (or lose) based on current market conditions, as with a mutual fund. The owner will need to verify with the insurance agent or other appropriate source: (a) The right of the holder to withdraw the balance (even if penalties are involved); (b) The basis on which the annuity may be expected to grow during the coming year; (c) The surrender or early withdrawal penalty fee; (d) The tax rate and the tax penalty that would apply if the family withdrew the annuity.
- 2.3 The cash value will be the full value of the annuity, less the surrender (or withdrawal) penalty, and less any taxes and tax penalties that would be due. The actual income is the balance in the annuity times the percentage (either fixed or variable) at which the annuity is expected to grow over the coming year. (This money will be reinvested into the annuity, but it is still considered actual income.) The imputed income from the asset is calculated only after the cash value of all family assets has been determined. Imputed income from assets is calculated on the total cash value of all family assets.

3. Lump sum receipts are counted as assets. Examples of lump sum payments include the following:

- 3.1 Inheritances;
- 3.2 Capital gains;
- 3.3 Lottery winnings paid in one payment;
- 3.4 Cash from the sale of assets;



- 3.5 Insurance settlements, including health and accident insurance, workers compensation, and personal and property losses; and
- 3.6 Any other amounts that are received in a one-time lump sum payment.
- 3.7 A lump sum payment is counted as an asset only as long as the family continues to possess it. If the family uses the funds for something that is not an asset, such as a car, vacation or education, the lump sum must not be counted.
- 3.8 It is possible that a lump sum or an asset purchased with a lump sum payment may result in enough income to require the family to report the increased income before the next regularly scheduled annual recertification. The requirement to report an increase in income before the next annual recertification may not apply if the income from the asset is not measurable by the Resident, such as gems, stamp or other types of collections, etc.

4. Balances held in retirement accounts: Balances held in retirement accounts are counted as assets if the money is accessible to the family member. For individuals still employed, accessible amounts are counted even if withdrawal would result in a penalty. However, amounts that would be accessible only if the person retired are not counted. IRA, Keogh, and similar retirement savings accounts are counted as assets, even though withdrawal would result in a penalty.
  - 4.1 Contributions to company retirement/pension funds are included:
    - 4.1.1 While an individual is employed, only amounts the family can withdraw without retiring or terminating employment will be counted.
    - 4.1.2 After retiring or terminating employment, any amount the employee elects to receive as a lump sum will be counted as an asset.
    - 4.1.3 Any retirement benefits received through periodic payments are included as income.
5. Mortgage or deed of trust. A mortgage or deed of trust held by a family member is included as an asset. Payments on this type of asset are often received as one combined payment which includes interest and principal. The value of the asset is determined by calculating the unpaid principal at the end of the twelve (12)-month period following certification. Each year this balance will decline as more principal is paid off. The interest portion of the payment is counted as actual income from an asset.
  - 5.1 The cash value is calculated as follows: County Assessor's Valuation minus the mortgage amount owed, minus the cost of disposing of the asset. The Housing Department defines the cost of disposing of the asset as ten (10) percent of the County Assessor's Valuation.
6. Assets disposed of for less than fair market value: Applicants and Residents must declare whether an asset has been disposed of for less than fair market value at each certification and recertification. The Housing Department must count assets disposed of for less than fair market value during the two years preceding certification or recertification. The amount counted as an asset is the difference between the cash value and the amount actually received. Any asset that is disposed of for less than its full value is counted, including cash gifts as well as property. To determine the amount that has been given away, the cash value of the asset will be compared to any amount received in compensation.
  - 6.1 The rule only applies when the fair market value of all assets given away during the past two years exceeds the gross amount received by more than \$1,000. When the two-year period expires, the income assigned to the disposed asset also expires. If the two-year period ends in the middle of a recertification year, then the Resident may request an interim recertification to remove the disposed asset(s). Assets disposed of for less than market value as a result of foreclosure, bankruptcy, divorce or separations are not counted. Applicants and Residents must sign a self-verification form at their initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or certifying that no assets have been disposed of for less than fair market value.



### 12.3.3 INCOME FROM ASSETS EFFECTIVE UPON THE HOTMA COMPLIANCE DATE

In general, income from assets is considered income. If it is possible to calculate the actual returns from an asset the Housing Department will use this amount. If it is not possible to calculate the actual return on an asset, and:

1. the net family assets of \$50,000 or less, the imputed income from those assets is excluded.
2. the net family assets are over \$50,000, the Housing Department must impute income for the asset based on the current passbook savings rate, as determined by HUD in accordance with [24 CFR 5.609](#).

### 12.3.4 RESTRICTIONS ON OWNING REAL PROPERTY SUITABLE FOR OCCUPANCY

A family cannot receive benefits if they present ownership in, a legal right to reside in, and the effective legal authority to sell, based on state or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence.

#### 12.3.4.1 The restriction on owning real property does not apply to:

- 12.3.4.1.1 Property jointly owned with someone else, and occupied by the other owner who is not a member of the household receiving benefits;
- 12.3.4.1.2 A victim of domestic violence including technological or economic abuse, dating violence, sexual assault or stalking; or
- 12.3.4.1.3 A family offering the property for sale.

#### 12.3.4.2 A family that owns a property may show it is not suitable for occupancy if it:

- 12.3.4.2.1 Does not meet the disability-related needs for all members of the family;
- 12.3.4.2.2 Is not sufficient for the size of the family;
- 12.3.4.2.3 Is located so as to be a hardship for the family; for example, the location would be a hardship for the family's commute to work or school;
- 12.3.4.2.4 Is unsafe because of the physical condition unless the issues can be easily remedied; or
- 12.3.4.2.5 Cannot be a residence per local or state laws; for example, a storefront zoned for commercial use only.

### 12.3.5 EXCLUDED ASSETS

Some belongings of value are not considered assets. Necessary personal property is not counted as an asset, such as clothing, furniture, cars, wedding rings or other jewelry not held as an investment, interests in Indian Trust land, term life insurance policies where there is no cash value, assets that are part of an active business, assets that are not effectively owned by the applicant and assets that are not accessible and provide no income to the applicant. Appendix IV contains a list of excluded assets.

## 12.4 INCOME CALCULATION

1. The Housing Department will convert periodic wages once all sources of income are known and verified by multiplying:
  - 1.1 Hourly wages by the number of hours worked per year (2080 hours for full-time employment with a 40- hour work week and no overtime);
  - 1.2 Weekly wages by 52;
  - 1.3 Bi-weekly wages (paid every other week) by 26;
  - 1.4 Semi-monthly wages (paid twice each month) by 24; and
  - 1.5 Monthly wages by twelve (12).
2. Generally, the Housing Department will annualize current income and will be calculated assuming current circumstances will last a full twelve (12) months (e.g., unemployment compensation, TANF, etc.).



3. To annualize other than full-time income, the Housing Department will multiply the wages by the actual number of hours or weeks the person is expected to work.
4. Procedure for Projection of Unstable Income. Where a family member has sporadic, yet recurring income, such as a business owner or employment through a temporary service, or seasonal work, the staff will:
  - 4.1 Require family to bring income information for the twelve (12) week period preceding the date of certification and/or re-certification;
  - 4.2 Request that the family bring their tax return to assist with income verification;
  - 4.3 Have the family complete a form that provides for self-declaration of odd jobs;
  - 4.4 Calculate average weekly or monthly income and use this as a base line figure to project income for the upcoming twelve (12) month period;
  - 4.5 Place the Residents on a ninety (90) day re-exam cycle;
  - 4.6 Advise Residents to maintain income information for the upcoming eight (8) to twelve (12) week period;
  - 4.7 Schedule family for an interim re-exam on a date during the seventh (7th) week following the certification;
  - 4.8 Mail a reminder of the interim re-examination to the family during the sixth (6<sup>th</sup>) week; prior to the appointment scheduled for the following week;
  - 4.9 Interview the family and collect the income information for the prior 6-to-8-week period;
  - 4.10 Combine the income from this period with the income from the prior period to establish a new baseline weekly or monthly figure; and
  - 4.11 Recalculate the TTP and determine the need for additional interim re-examinations.
5. De minimis errors: The Housing Department will not be considered out of compliance solely due to de minimis errors in calculating family income. A de minimis error is an error where the determination of the family income deviates from the correct income determination by no more than thirty (\$30) per month in monthly adjusted income per family. The Housing Department must still take any correction action necessary to credit or repay the family if the family has been overcharged for their rent or family share as a result of the de minimis error in income determination, but families will not be required to pay the Housing Department in instances where the Housing Department miscalculated income resulting in a family being undercharged for rent or family share. [\(PIH NOTICE 2023-27\)](#)
6. The calculation to determine the amount of income from assets to include in annual income considers both of the following:
  - 6.1 The total cash value of the family's assets; and
  - 6.2 The amount of income those assets are earning or could earn.
7. Prior to the HOTMA compliance date, the rule for calculating income from assets differs depending on whether the total cash value of family assets is \$5,000 or less, or is more than \$5,000. Effective on the HOTMA compliance date, the calculation differs depending on whether the net family assets is \$50,000 or less, or exceeds \$50,000.
8. Prior to the HOTMA compliance date, to comply with the rule for determining the amount of income from assets, it is necessary to first determine whether the total cash value of family assets exceeds \$5,000. Effective upon the HOTMA compliance date, it is necessary to first determine whether the total cash value of net family assets exceeds \$50,000.
9. The cash value of an asset is the market value, less reasonable expenses that would be incurred in selling or converting the asset to cash, such as the following:
  - 9.1 Penalties for premature withdrawal;
  - 9.2 Broker and legal fees; and
  - 9.3 Settlement costs for real estate transactions.



10. Prior to the HOTMA compliance date, if the total cash value of all the family's assets is \$5,000 or less, the actual income the family receives from assets is the amount that is included in annual income as income from assets.
11. Effective upon the HOTMA compliance date, if the total cash value of all the family's assets is \$50,000 or less, the actual income the family receives from assets is the amount that is included in annual income as income from assets. If it is not possible to calculate the actual income on the assets, the imputed income from the assets is excluded.
12. Prior to the HOTMA compliance date, when net family assets are more than \$5,000, annual income includes the greater of the following:
  - 12.1 Actual income from assets; or
  - 12.2 A percentage of the value of family assets based upon the current passbook savings rate as established by HUD. This is called imputed income from assets. Effective February 1, 2015, the passbook rate was established at 0.06% and is subject to change based upon HUD requirements.
13. Effective upon the HOTMA compliance date, when net family assets are more than \$50,000 annual income includes the greater of the following:
  - 13.1 Actual income from assets; or
  - 13.2 Imputed income for the asset based on the current passbook savings rate, as determined by HUD in accordance with [24 CFR 5.609](#).

#### **12.5 ADJUSTED INCOME – STATUTORY DEDUCTIONS FROM INCOME**

The following deductions will be made from annual income:

1. Dependent Deduction: \$480 for each member of the family (except live-in aides, foster children and foster adults who may be household members but are not family members) other than the family head or spouse, who is under eighteen (18) years of age, is a person with a disability or is a full-time student. There is no maximum age limit for who may qualify as a full-time student. The Dependent Deduction may be adjusted annually by HUD for inflation.
2. Elderly and Disabled Family Deduction
  - 2.1. Prior to the HOTMA compliance date: \$400 for families whose head of household, their spouse, or a sole member who is at least sixty-two (62) years of age (elderly families) or a person with a disability (disabled families.) Each Elderly or Disabled Family is limited to one \$400 deduction regardless of the number of elderly or disabled household members.
  - 2.2. Effective upon the HOTMA compliance date: \$525 for families whose head of household, their spouse, or a sole member who is at least sixty-two (62) years of age (elderly families) or a person with a disability (disabled families.) Each Elderly or Disabled Family is limited to one \$525 deduction regardless of the number of elderly or disabled household members. The deduction may be adjusted annually by HUD for inflation.
3. Disability Expense Deduction prior to the HOTMA compliance date: This deduction covers unreimbursed, anticipated costs for attendant care or auxiliary apparatus for a disabled family member that enables an adult member of the family to be employed (including the person with disabilities.) The deduction may not exceed the earned income received by adult family members who are able to work because of the care or auxiliary apparatus.

This deduction is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds 3% of the family's annual income. If the disability assistance enables more than one person to be employed, the Housing Department will consider the combined income of those persons.



Auxiliary apparatus includes items such as wheelchairs, ramps, adaptations to vehicles or special equipment to enable a sight-impaired person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work. This includes payments on a specially equipped van to the extent they exceed the payments that would be required on a car purchased for transportation of a person who does not have a disability. The cost of maintenance and upkeep of an auxiliary apparatus is considered a disability assistance expense (for example, the veterinarian costs and food costs of a service animal; the cost of maintaining the equipment that is added to a car, but not the cost of maintaining the car.) If the apparatus is not used exclusively by the person with a disability, the Housing Department will prorate the total cost and allow a specific amount for disability assistance.

In addition to anticipated, ongoing expenses, one-time non-recurring expenses of a current Resident for auxiliary apparatus may be included in the calculation of the disability assistance expense deduction after the expense is incurred. These expenses may be added to the family's total disability assistance expense either at the time the expense occurs through an interim recertification or in the rent calculation during the annual recertification.

Attendant care includes, but is not limited to, reasonable expenses for home medical care, nursing services, housekeeping and errand services, interpreters for hearing impaired and readers for persons with visual disabilities. When the same provider takes care of children and a disabled person over age twelve (12), the owner must prorate the total cost and allocate a specific cost to attendant care. The sum of both childcare and disability assistance expenses cannot exceed the employment income of the family member enabled to work.

4. Unreimbursed Medical Expense Costs prior to the HOTMA compliance date:
  - 4.1. The medical expense deduction is permitted only for families in which the head, spouse or co-head is at least sixty-two (62) years old or is a person with disabilities.
  - 4.2. If the family is eligible for a medical expense deduction, the Housing Department will include the unreimbursed medical expenses of all family members, including the expenses of non-elderly adults or children living in the family.
  - 4.3. Medical expenses include all expenses the family anticipated to incur during the twelve (12) months following certification/recertification that are not reimbursed by an outside source, such as insurance.
  - 4.4. The Housing Department may use the ongoing expenses the family paid in the twelve (12) months preceding the certification/recertification to estimate anticipated medical expenses.
  - 4.5. In addition to anticipated expenses, past one-time nonrecurring medical expenses that have been paid in full may be included in the calculation of the medical expense deduction.
  - 4.6. If the Resident is under a payment plan, the expense would be counted as anticipated medical expenses.
  - 4.7. The medical expense deduction is that portion of total medical expenses that exceeds 3% of annual income.
  - 4.8. Medical expenses include, but are not limited to, the following:
    - 4.8.1 Services of health care professionals and health care facilities;
    - 4.8.2 Laboratory fees, X-rays and diagnostic tests;
    - 4.8.3 Medical insurance premiums, deductibles and co-insurance payments;
    - 4.8.4 Prescription and non-prescription medicines that have been prescribed by a physician;
    - 4.8.5 Transportation to/from treatment including the actual cost or, if driving by car, a mileage rate based on IRS rules or other accepted standard;



- 4.8.6 Dental treatment;
- 4.8.7 Eyeglasses and contact lenses;
- 4.8.8 Hearing aid and batteries, wheelchair, walker, scooter, artificial limbs;
- 4.8.9 Attendant care or periodic attendant care;
- 4.8.10 Monthly payments on accumulated medical bills (that will be due in the year for which annual income is computed) unless the family has received the deduction for the full amount of a medical bill it is paying overtime;
- 4.8.11 Expenses paid to a HMO;
- 4.8.12 Purchase or rental and upkeep of equipment;
- 4.8.13 Skilled, semi-skilled and unskilled nursing services;
- 4.8.14 Any other medically necessary service, apparatus, or medication as documented by a third-party verification;
- 4.8.15 Blood and/or oxygen;
- 4.8.16 Alcoholism and drug addiction treatment, transportation and lodging;
- 4.8.17 Medical care of a permanently institutionalized family member if his/her income is included in annual income;
- 4.8.18 Braille books and magazines.

5. Special calculation for families eligible for disability assistance and medical expense deductions prior to the HOTMA compliance date:

- 5.1. If a family has both unreimbursed medical expenses and disability assistance expenses, a special calculation is required to ensure that the family's 3% percent of income expenditure is applied only one time. Because the deduction for disability assistance expenses is limited by the amount earned by the person enabled to work, the disability deduction must be calculated before the medical deduction is calculated.
- 5.2. When a family has unreimbursed disability assistance expenses that are less than 3% of annual income, the family will receive no deduction for disability expense. However, the deduction for medical expenses will be equal to the amount by which the sum of both disability and medical expenses exceeds 3% of annual income.
- 5.3. If the disability assistance expense exceeds the amount earned by the person who was enabled to work, the deduction for disability assistance will be capped at the amount earned by that individual. When the family is also eligible for a medical expense deduction, however, the 3% may have been exhausted in the first calculation, and it then will not be applied to medical expenses.
- 5.4. When a family has both disability assistance expenses and medical expenses, the collected expenses will be reviewed to ensure no expense has been inadvertently included in both categories.

6. Effective upon the HOTMA compliance date, the renamed Health and Medical Care Deduction (HMCD) allows health and medical expenses and/or reasonable attendant care or auxiliary apparatus expenses exceeding ten percent (10%) of a family's annual gross income to be deducted from the household income.

- 6.1. Families receiving the three percent (3%) deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses on their most recent interim or annual recertification prior to the implementation of HOTMA, will begin a two-year (2) phase in.
- 6.1.1. In the first year after HOTMA implementation, the Housing Department will deduct eligible unreimbursed medical expenses exceeding five percent (5%) of the family's gross annual income.



6.1.2. In the second year after HOTMA implementation, the Housing Department will deduct eligible unreimbursed medical expenses exceeding seven and one-half percent (7.5%) of the family's gross income.

6.1.3. The phase-in expires after the second year. The Housing Department will deduct medical expenses exceeding ten percent (10%) of the family's gross income unless the family requests and qualifies for a general financial hardship.

7. Childcare Deduction:

7.1. Childcare expenses are defined as the unreimbursed amounts anticipated to be paid by the family for the care of children less than 13 years of age, including foster children, during the period for which annual income is computed.

7.2. Consistent with current HUD instructions, the Housing Department will deduct reasonable childcare expense when all of the following is true (and verifiable):

- 7.2.1. Any reasonable childcare expenses necessary to enable a family member to be employed, actively seek employment or to further his or her education. The expense must be reasonable in terms of cost and relationship to eligible activity. "School" is either academic or vocational and the course of study will result in a degree or a certificate. Enrollment in school is either full- or part-time in accordance with that institution's definition.
- 7.2.2. The expense is not paid to a family member residing in the assisted unit nor paid by an agency or individual outside of the unit.
- 7.2.3. Any expense associated with childcare to allow a family member to go to work does not exceed the earnings of the individual who is enabled to work.

8. There is no deduction for an amount paid to a person outside the assisted family for alimony or child support. Even if the amount is garnished from the wages of a family member, it must be included in annual income.



## 13 OFFER OF A UNIT

Eligibility will be reviewed before admission to ensure all requirements continue to be met. The applicant will be offered the opportunity to view the unit(s). The applicant will have one (1) business day to accept or reject the unit unless reasonable accommodation is requested. All offers and the applicant's decision to accept or reject the unit, including the reason for rejecting the unit, will be documented in the applicant file.

1. Due to the geographical dispersion of the units in the Scattered Sites Home Ownership Program, applicants will be offered two (2) available units.
2. In all other programs and properties, applicants will be offered one (1) available unit.

### 13.1 REJECTION OF A UNIT

1. Applicants who refuse an offer of a unit with good cause will not forfeit their place on the waiting list. Good cause refusal of unit offers includes when the applicant is willing to move but is unable to do so at the time of the unit offer or the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. Examples of this hardship include:
  - 1.1. The unit is not ready for move-in at the time of the offer of housing;
  - 1.2. 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;
  - 1.3. The unit is inappropriate for the applicant's disabilities, or the family does not need accessible features in the unit offered and does not want to be subject to a thirty (30)-day notice to move;
  - 1.4. The unit has lead-based paint and the family includes children under the age of six (6);
  - 1.5. The applicant should be able to document that the hardship claimed is good cause for refusing an offer of housing. If good cause is verified, the refusal of the offer will not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.
  - 1.6. If the applicant has a current lease agreement and is required to provide a thirty (30)-day notice to vacate the current unit, documentation must be provided to the management office and the family must sign a lease with an effective date within the next thirty (30) days.
2. If an applicant receives an offer and rejects the offer without good cause, the Housing Department will remove the applicant from the site's waiting list. The applicant will be required to reapply for the site if he or she wishes to receive another unit offer.

### 13.2 ACCEPTANCE OF UNIT

1. The family will be required to sign a lease that will become effective no later than one (1) business day after the date of acceptance or the business day after the day the unit becomes available, whichever is later, unless reasonable accommodation is requested.
2. The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission.
3. One executed copy of the lease will be furnished to the head of household and the Housing Department will retain the original executed lease in the Resident's file.
4. A copy of the grievance procedure and a move-in inspection report will be attached to the Resident's copy of the lease. Additionally, the grievance procedure is available at each rental office and at <https://www.phoenix.gov/housing>.



5. All documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Department staff. The certification will be filed in the Resident's file.
6. The family will pay a security deposit at the time of lease signing. (Please see ACOP Section 15 for additional information about security deposits).
7. The first month's rent is determined based on the date the Resident moves into a unit and will be prorated based on actual days in the month.
8. In the Scattered Sites Program the family will be required to establish utility service in the Resident's name and present proof to the management office within ten (10) calendar days of unit acceptance.

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## PART III – OCCUPANCY

### 14 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

#### 14.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, the family will provide all information regarding income, assets, expenses and other information necessary to determine the family's share of rent. Upon receipt of verification, the Housing Department will calculate rent as described in this section. Each family must choose how their rent is to be determined. Families may choose the income-based method or have their rent set at the flat rent amount. Family choice is not applicable to Residents of Sunnyslope Manor and Fillmore Gardens.

#### 14.2 INCOME-BASED RENT AND MINIMUM RENT

1. Families who opt for the income-based method must complete the annual recertification process and may not opt for flat rent until the next annual recertification.
2. For families who choose the income-based rent method, the total tenant payment is equal to the highest of:
  - 2.1. 10% of monthly income;
  - 2.2. 30% of adjusted monthly income; or
  - 2.3. The minimum rent of fifty dollars (\$50.00).
3. For Residents of Sunnyslope Manor and Fillmore Gardens, the total tenant payment is equal to the highest of:
  - 3.1. 10% of monthly income;
  - 3.2. 30% of adjusted monthly income; or
  - 3.3. The minimum rent of twenty-five dollars (\$25.00).

#### 14.3 FLAT RENT

1. Flat rent is not applicable to Residents of Sunnyslope Manor and Fillmore Gardens.
2. Families who opt for the flat rent must update family composition, income and asset information annually and may request a reexamination and return to the formula-based method, at any time for any reason.
3. The Housing Department has set a flat rent for each public housing unit in accordance with HUD guidance which states that flat rents must be based on Fair Market Value (FMR) as determined by HUD each year.
  - 3.1. The amount of flat rent will be reevaluated annually, and adjustments may be applied. Affected families will be given a thirty (30)-day notice of any rent increase. Adjustments are applied on the anniversary date for each affected family.
  - 3.2. The schedule of flat rents is incorporated into this document as Appendix IV. The Housing Department will post the flat rents at each of the management offices.
4. Each year prior to a family's anniversary date, the Housing Department will send a reexamination letter to the family offering the choice between a flat or an income-based rent. The opportunity to select the flat rent is available only at this time.
  - 4.1. The annual letter Residents paying the flat rent receive regarding the reexamination process will include the following:
    - 4.1.1. Once a year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income-based amount.
    - 4.1.2. The amount of flat rent.
    - 4.1.3. A fact sheet about income-based rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.



- 4.1.4. The dates upon which the Housing Department expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- 4.1.5. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- 4.1.6. A certification for the family to sign accepting or declining the flat rent.
- 4.2. Families who opt for or are placed on the flat rent:
  - 4.2.1. Will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
  - 4.2.2. Are still required to complete all documents required to complete the criminal background check (periodically) and sex offender screening (annually).
  - 4.2.3. May request to have a reexamination and return to the income-based method at any time for any reason.
  - 4.2.4. Will not receive any type of utility allowance including, but not limited to, allowances for check-metered utilities.
5. At the recertification appointment, the Housing Department may assist the family in identifying the rent method that would be most advantageous for the family.
6. If the family wishes to select the flat rent method without meeting with the Housing Department representative, they may make the selection on the form and return the form to the Housing Department.

#### **14.4 CONTRACT RENT (SUNNYSLOPE MANOR AND FILLMORE GARDENS)**

This ACOP Section 14.4 applies only to Residents of Sunnyslope Manor and Fillmore Gardens.

1. Contract rent is the rent that HUD has approved for each apartment covered under an assistance contract. The rent may be paid by the Resident, HUD or both.
2. For Residents who qualify for rental amounts based on income, HUD will pay the difference between the contract rent and the Resident's Total Tenant Payment. If the Resident has a Total Tenant Payment equal to or greater than the contract rent amount, the amount of rent the Resident will be required to pay is equal to the contract rent amount.
3. The current contract rent amounts are contained on the property's rental schedule, which is available in the property management office.

#### **14.5 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE**

1. Rent for families under the non-citizen rule:
  - 1.1. A "mixed family" that consists of at least one U.S. citizen, national or eligible non-citizen and one or more members who do not claim to be citizens, nationals, or eligible non-citizens qualifies for assistance at a prorated amount.
  - 1.2. The mixed family's assistance is prorated in the following manner:
    - 1.2.1. Determine the total tenant payment which includes all annual income from all family members, including family members who have not established eligible immigration status.
    - 1.2.2. Subtract the family's total tenant payment from the established flat rent applicable to the unit. The resulting number is called the family maximum subsidy for which the family could qualify for if all members were eligible.
    - 1.2.3. Divide the family maximum subsidy by the number of family members to determine the maximum subsidy per each family member that has U.S. citizenship or eligible immigration status. The result is the maximum member subsidy.
    - 1.2.4. Multiply the member maximum subsidy by the number of family members who are U.S. citizens or who have eligible immigration status.



- 1.2.5. The product is the amount of subsidy for which the family is eligible. The family's rent is the established flat rent minus the amount of the eligible subsidy.
- 1.2.6. If the mixed family's rent is greater than the flat rent, the total tenant payment will be utilized as the mixed family total tenant payment. The established utility allowance(s) will be subtracted from the mixed family total payment, which becomes the mixed family rent.
2. Rent for families under the non-citizen rule for Sunnyslope Manor and Fillmore Gardens:
  - 2.1. A "mixed family" that consists of at least one citizen, national or eligible non-citizen and one or more members who do not claim to be citizens, nationals, or eligible non-citizens qualifies for assistance at a prorated amount.
  - 2.2. The mixed family's assistance is prorated in the following manner:
    - 2.2.1. Determine the TTP (Total Tenant Payment);
    - 2.2.2. Subtract the family's total tenant payment from the gross rent;
    - 2.2.3. Determine the number of people in the family who are eligible persons. Utilize the fraction that represents the number of eligible persons in the family (numerator) and the number of persons in the family (denominator);
    - 2.2.4. Multiply the amount in ACOP Section 14.5.2.2.2 above by the fraction determined in Section 14.5.2.2.3 above. The resulting amount is the prorated housing assistance payment for the family;
    - 2.2.5. Subtract the amount of the prorated housing assistance payment from the gross rent. The resulting amount is the prorated TTP for the family.

## 14.6 RENT EXCEPTIONS

### 14.6.1 MINIMUM RENT HARDSHIP EXEMPTION

1. If the family requests a minimum rent hardship exemption, the Housing Department will immediately suspend the minimum rent for the family until the Housing Department can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.
2. A hardship exists in the following circumstances:
  - 2.1. When the family has lost eligibility for or is waiting for an eligibility determination for a Federal, State, or local assistance program;
  - 2.2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - 2.3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - 2.4. When the family has an increase in expenses because of changed circumstances for medical costs, childcare, transportation, education, or similar items; or
  - 2.5. When a death has occurred in the family.
3. A hardship may be temporary or long-term, as determined by the Housing Department.
  - 3.1. Temporary Hardship
    - 3.1.1. If the Housing Department reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of ninety (90) days from the date of the family's request.
    - 3.1.2. At the end of the ninety (90)-day period, the minimum rent will be imposed retroactively to the time of suspension.
    - 3.1.3. The Housing Department will offer a repayment agreement in accordance with ACOP Section 21 for any rent not paid during the period of suspension.
    - 3.1.4. During the suspension period the Housing Department will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.



- 3.2. Long-term Hardship. If the Housing Department determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
4. No Hardship. If the Housing Department determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
5. Appeals. The family may use the grievance procedure to appeal the Housing Department's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **14.6.2 HARDSHIP FOR LOSS OF CHILDCARE EXPENSE**

Effective upon the HOTMA Compliance Date, a family whose eligibility for the childcare expense deduction is ending may request a financial hardship to continue the childcare expense deduction. The Housing Department will recalculate the family's adjusted income and continue the childcare deduction if the family demonstrates that they are unable to pay their rent because of loss of the childcare expense deduction, and the childcare expense is still necessary even though the family member is no longer employed or furthering his or her education. For purposes of this hardship exemption, the inability to pay rent is defined as the current tenant portion with monthly qualified expense is greater than 40% of family income.

The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days. Families receiving a hardship exemption for childcare expense must report to the Housing Department when the circumstances that made the family eligible for the hardship exemption are no longer applicable.

#### **14.6.3 EARNED INCOME DISALLOWANCE**

1. This ACOP Section 14.6.3 does not apply to Residents of Sunnyslope Manor and Fillmore Gardens.

***NOTE: The Housing Opportunities Through Modernization Act (HOTMA), which was signed into law in July 2016, removes the Earned Income Disallowance in its entirety. The Housing Department implemented the required provisions of the Act effective January 1, 2024. Current residents may complete the disallowance, which will expire on December 31, 2025.***

2. The earned income disallowance encourages Resident self-sufficiency by excluding certain amounts of income for adult Residents who either begin earning income or earn additional income.
  - 2.1. For a qualified Resident, increases in income due to earnings are completely excluded in calculating rent for twelve (12) months, after which half the increased earnings are excluded for the following twelve (12) months.
  - 2.2. The exclusion period can be interrupted but in no case may the total number of months between the beginning of the exclusion and the final month of exclusion exceed 24 months. If a resident family fails to timely report an increase in income that qualifies for the exclusion, the exclusion will begin retroactively to the first of the month following the month in which the information should have been reported.
  - 2.3. "Former income" is the amount of the family member's income just prior to the earned income allowance being triggered, e.g., the last certified income. The former income establishes the baseline amount to be used in determining the amount to be excluded. The baseline for the family member will never change throughout the course of the earned income disallowance.
  - 2.4. The earned income disallowance is only available for households under lease. It is not applicable at admission. Only adults can qualify for the earned income disallowance.
  - 2.5. Each person can receive only one 24-month disallowance period during his or her lifetime.
3. There are three categories of individuals who qualify for the earned income disallowance.
  - 3.1. A person whose annual income increases because of employment after having been unemployed for at



least twelve (12) months. A person is considered to have been unemployed if he or she has earned less money in the previous twelve (12) months than would have been earned working 10 hours per week for fifty (50) weeks at the established minimum wage.

- 3.2. A person whose annual income increases because of new or increased earnings during participation in an economic self-sufficiency or other job training program. The key concept is that the individual receives the new or additional earned income while he or she is involved in economic self-sufficiency or job training, not after the completion of such training.
- 3.3. A person whose annual income increases because of new or increased earnings, during or within six months after receiving assistance, benefits or services from a program funded by any state program for Temporary Assistance to Needy Families funded under Part A of Title VI of the Social Security Act. The assistance is not limited to income maintenance, but also includes benefits and services such as childcare and transportation subsidies and one-time payments, wage subsidies and other amounts and services as long as the value of such benefits or services over a six (6) month period is at least five hundred dollars (\$500).

## 15 OTHER CHARGES AND CREDITS

### 15.1 UTILITY ALLOWANCE

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

1. In the Scattered Sites Home Ownership Program, the utility allowance will be subtracted from the family's income-based rent. This determines the amount of the Tenant Rent which is the amount the family owes each month to the Housing Department. The amount of the utility allowance is then still available to the family to pay the cost of their utilities.
  - 1.1. Any utility cost above the allowance is the responsibility of the Resident.
  - 1.2. If Resident utility costs are less than the allotted allowance, the Resident retains the full allowance.
  - 1.3. Where the utility allowance exceeds the rental amount a credit to the rental account for the difference will be issued. If the savings amount is less than \$10 in any given month, the credit will be applied to the Resident's account for future use. If or when the accumulated savings amount exceeds \$10, the Resident may request, in writing from property management, that a check for the credit balance be issued.
2. For Resident paid utilities in all other properties or programs, the Resident utility allowance will be credited to the Residents rental account in arrears on a monthly basis.
3. For Housing Department paid utilities, the Housing Department will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Housing Department will be billed to the Resident monthly.
4. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place.
5. Families with high utility costs are encouraged to contact the Housing Department for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.
6. Requests for relief from surcharges for excess consumption of Housing Department purchased utilities or



from payment of utility supplier billings in excess of the utility allowance for Resident-paid utility costs may be granted by the Housing Department on reasonable grounds. Requests shall be granted to families that include an elderly member, a member with disabilities or a documented medical condition. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

7. A utility allowance is not applicable to Residents in the senior housing program.
8. Families who pay flat rent do not receive a utility allowance.

## 15.2 SECURITY DEPOSIT

The Housing Department requires a Residential security deposit from all housing applicants as a condition of residency prior to the time of lease execution.

1. The security deposit is an amount equal to one month's rent before utility allowance, or one hundred dollars (\$100.00), whichever is greater, except for Scattered Sites properties or for units at Sunnyslope Manor and Fillmore Gardens.
2. The security deposit for Scattered Sites, Sunnyslope Manor and Fillmore Gardens Residents is always equal to one month's rent, not including the utility allowance.
3. In the event the unit is rejected after signing the lease, the measure of the Housing Department's contractual and other damages for the Resident's breach of the lease ("rejection" of the unit after signing the lease) shall be the daily amount of the rent which would have been due under the lease until the unit is rented, up to the full amount of the security deposit or a maximum of thirty (30) days. All reasonable efforts will be made to rent the unit as quickly as possible. If the full amount of the security deposit is not applied in this manner, the refund will be sent to the applicant within 30 days of the date of rejection of the unit.
4. In *exceptional* situations, the Housing Department reserves the right to allow a new Resident to pay their security deposit in up to six (6) monthly payments, with one sixth being paid in advance and the remaining balance paid within the next five (5) consecutive months. This shall be at the sole discretion of the Housing Department and even in cases of hardship, the Housing Department reserves the right to require a minimum security deposit of fifty dollars (\$50.00) or extend the repayment period with prior approval. Any payment agreements for the Security Deposit are required to be approved by the Housing Supervisor and Housing Manager or Deputy Director prior to execution of the agreement.
5. In the case of a move from a public housing dwelling unit to another assisted housing program unit, the Housing Department will conduct the required move-out inspection and determine what charges, if any, will be deducted from the existing security deposit.
  - 5.1. If there are no such deductions the security deposit will be transferred to the new unit. If there are any charges, these charges will be deducted from the security deposit and any remaining balance will be credited to the Resident's account.
  - 5.2. The Housing Department will establish the security deposit for the new unit based upon the current security deposit policy and the family will be required to pay the new deposit amount in effect at that time.
6. Security Deposits do not earn interest. The Security Deposit will be returned, less any applicable charges, to the Resident after move-out, if the following conditions are met:
  - 6.1. There is no unpaid rent and/or charges for which the Resident is liable under the lease or as a result of breaching the lease.
  - 6.2. The dwelling unit and all equipment are left clean, and all trash and debris have been removed by the family.
  - 6.3. There is no breakage or damage beyond that expected from normal wear and use.
  - 6.4. Proper notice was given based upon lease terms, and all keys issued have been returned to the management office when the family vacates the dwelling unit.
  - 6.5. All obligations under the lease have been fully performed.
7. The Security Deposit may not be used to pay charges during the Resident's occupancy.



8. For information regarding security deposits when a transfer to another public housing unit at the same site is involved, please see ACOP Section 22.

### 15.3 ADDITIONAL RESIDENT CHARGES

1. The Housing Department will assess Residents a charge for Resident-caused damage to the housing facilities. The charge will be based upon the actual cost of materials and an average, reasonable labor charge.
2. A schedule of such labor charges will be maintained by the Housing Department and periodically updated. A copy of this schedule will be made available upon request and posted in all rental offices and other designated areas.
3. The Housing Department will not charge for any repairs that are necessitated by normal wear and tear.
4. If extermination is required due to the negligence of the Resident family, the Housing Department reserves the right to charge for said service. If pest control treatment (including bedbug treatment) has been scheduled and the Resident family has not properly prepared for the treatment, the family may be charged for the treatment.
5. Due to staffing and funding limitations, the Housing Department will not replace carpet or paint a unit when the home is occupied unless it is deemed that the home is no longer safe or sanitary.
6. The Housing Department will assess a Resident who has been individually and separately metered for the actual cost of utilities used in excess of the established applicable allowances.
7. The Housing Department may also impose a charge for extra maintenance services when the damage or loss is due to Resident-caused negligence.
8. The Housing Department may also assess legal and other eviction costs actually incurred against Residents as a condition of settlement of an impending court action. Examples of such charges include court filing fees, attorney fees and sheriff fees.
9. As per the Dwelling Lease, the Housing Department charges Residents in senior housing facilities a flat fee of \$2.00 per month for the use of laundry facilities.
10. Yard tickets will be issued to Residents who do not maintain their yards to the standards listed in the Dwelling Lease and Rules and Regulations. These standards include, but are not limited to, watering lawns in sites without an irrigation or sprinkler system and keeping yards free of trash and debris.
11. Any charges, other than rent, shall not become due and payable until the first day of the month following the month in which the charge occurred and after a thirty (30) day notice to the Resident was provided.
12. Family failure to pay such charges by the due date in the notice to Resident may result in the issuance of a thirty (30)-day notice to terminate tenancy; payments received are applied in accordance with ACOP Section 16.5. The termination procedure will include the right to request an informal meeting or to access the grievance process. The Resident may be offered the opportunity to enter into a repayment agreement subject to the Housing Department's established policy in ACOP Section 21.

### 15.4 PAYING RENT AND OTHER CHARGES

1. Rent and other charges are due and payable on the first day of the month.
2. All rents should be mailed to Phoenix Housing Department, PO Box 29105, Phoenix, AZ 85038-8969 or payments can be paid in person at City of Phoenix Payment Service Center, 305 W. Washington, 1st Floor.
3. Reasonable accommodation for this requirement will be made for persons with disabilities. As a safety measure, no payments are accepted at public housing rental offices.  
If the rent is not paid by the fifth working day of the month, a 30-Day Notice of Termination is sent to the Resident in accordance with HUD guidance, (PIH NOTICE 2021-29).
4. A \$15.00 late charge will be assessed to the Resident if they have not paid by the fifteenth day of the month. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of eighteen dollars (\$18.00) for processing costs.



## 15.5 PAYMENT APPLICATION

Payments received by the Housing Department will be applied to the Resident account in the following order:

1. Security deposit (For detailed information about security deposits and security deposit charges, refer to ACOP Section 15.2).
2. Other charges – this may include items such as late fees, laundry fees, yard tickets, etc. (For information about these charges, please refer to ACOP Section 15.3).
3. Legal – this may include attorney fees, process server fees, etc. (For information about these charges, please refer to ACOP Section 15.3).
4. Utilities – excess or other utility charges (Additional information about utility charges may be found in ACOP Sections 15.1 and 15.3).
5. Maintenance charges (see ACOP Section 15.3 for information).
6. Retroactive rent (see ACOP Section 20.5.2.2) for information about how retroactive rent charges are determined).
7. Rent (For a discussion of income as it pertains to income-based rent (see ACOP Section 15).
8. Pet fees or deposits (see ACOP Section 23).



## 16 LEASING

The Housing Department will undertake all activity necessary to permit a family to take possession of the dwelling unit in an expeditious manner and consistent with prevailing HUD instructions, non-discrimination laws and the provisions of this section.

The dwelling unit is made available for occupancy for the household members authorized to reside in the unit. The leased unit is to be the family's sole place of residence and is to be used as Residential housing and the Resident may not assign, sublet or transfer possession of the dwelling unit nor take in roomers or boarders.

Any business activity to take place in the unit must be pre-approved by the Housing Department and such activity must be secondary to the intended use as a Residential dwelling unit.

Effective July 1, 2015, all Housing Department Residential units in the Scattered Sites Home Ownership Program, and in the Conventional and Senior Housing Programs became smoke free. Residents will be required to execute a Smoke Free Addendum or sign the Smoke Free Policy, as indicated in ACOP Section 25.

### 16.1 DWELLING UNIT LEASES

1. The dwelling unit lease reflects both the required provisions of the Federal regulations at 24 CFR 966 and applicable provisions of the Arizona Landlord-Tenant Laws.
2. The Housing Department requires an official dwelling lease between the Housing Department and each of the Resident families. The Housing Department requires that dwelling unit leases be kept current at all times and reflect current rent and occupancy composition.
3. The Housing Department requires that the head of household and all adult household members of each family accepted for residency execute a dwelling lease in duplicate at admission. The Housing Department will retain the original as a record and provide the copy to the lessee.
4. If the signatory to the dwelling lease ceases to be a member of the Resident family, the lease becomes null and void. The Housing Department requires that a new lease or a lease addendum be executed if the family continues to be eligible and that the new lease or addendum be signed by all adult members of the household.
5. If the Resident family transfers to a different HUD-assisted housing unit operated by the Housing Department, the existing lease will be cancelled, and a new lease executed by the head of household and all adult members of the household.
6. Should a change in Resident status necessitate a lease amendment or should the Housing Department elect to waive lease provisions for the Resident, the Housing Department requires that the existing lease be superseded by a new lease or that an appropriate addendum be prepared and incorporated into the existing lease.
  - 6.1. Lease changes must be consistent with Housing Department occupancy standards.
  - 6.2. The Housing Department requires that all copies of the revised lease or addendum be signed by an authorized staff member and all adult members of the household.

### 16.2 ADDITIONS TO THE LEASE

In order to add a household member other than through birth or adoption the family must request that the new member be added to the lease.

1. Before adding the new member to the lease, the individual (if an adult) or the head of household (if the individual is a minor) must complete an application form stating their income, assets, and all other information required of an applicant.
  - 1.1. The individual must provide their Social Security Number if they have one and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family).



- 1.2. The new family member will go through the same screening process as the original applicant, as indicated in ACOP Section 8.
- 1.3. The Housing Department will determine the eligibility of the individual before allowing them to be added to the lease.
- 1.4. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review.
- 1.5. If they are found to be eligible and do pass the screening criteria, the Housing Department will grant approval to add their name to the lease.
- 1.6. When a new member is added, the family's annual income will be recalculated taking into account the income and circumstances of the new family member.
2. If the new member to the household and the lease is a minor, the head of household will be required to provide legal or court ordered documentation demonstrating custody or guardianship. For temporary custody of a minor, the Housing Department reserves the right to review and approve or disapprove supporting documentation to determine if the minor can be added to the household and lease.
3. If a full-time live-in aide is required:
  - 3.1. A notice from a doctor must be submitted to the Housing Department stating the necessity for the live-in care attendant.
  - 3.2. The family must then submit the name of the person who will be the live-in aide.
  - 3.3. The live-in care aide will be subject to a criminal background check and social security verification.
  - 3.4. The Housing Department will determine the eligibility of the individual before allowing them to live in the unit.
  - 3.5. The live-in aide is not added to the lease and is not considered a member of the household.
  - 3.6. Live-in aides are not members of the family and have no rights or benefits under any housing program.

### **16.3 REMAINING MEMBER OF THE RESIDENT FAMILY**

The right of the remaining family member to grieve an action or decision does not signify that a remaining family member has the right to succeed to the leasehold interest of the original Resident who entered into the lease with the Housing Department.

1. The tenancy rights rest with the lessees who signed a lease with the Housing Department as a Resident of the unit.
2. When the original lessee dies or departs the unit, then the remaining family members constitute a family and are eligible for continued assistance, if:
  - 2.1. There is at least one household member of legal age and capacity to execute the lease living in the household who meets the eligibility screening criteria, and
  - 2.2. There are no rent defaults or criminal activity violations, and
  - 2.3. The remaining family members had been previously authorized to occupy the unit.
3. Given that there is no automatic right of leasehold succession, the decision on whether to renew or affirm the tenancy, by executing a new lease with a remaining family member who possesses legal capacity, is a discretionary management determination by the Housing Department.
4. Remaining members of a Resident household will not be considered for residual tenancy if the departing or deceased leaseholder is under eviction for non-payment of rent or has an outstanding balance due to the Housing Department.
5. While a relative or guardian may be granted permission to occupy the unit on an interim basis, a lease may not be executed until there is evidence that the issue of guardianship of the minor children has been legally resolved. In the interim period, the interim caretaker shall be required to
  - 5.1. Execute a lease addendum stating he/she will abide by the term and conditions for occupancy as set forth in the original leaseholder's lease,



- 5.2. Meet the eligibility screening criteria requirements, and
- 5.3. Assume full responsibility for payment of the Resident rent based upon the income of all authorized adult family members, including the income of the interim caretaker.
6. If the family is splitting into two households (for example, due to a divorce or other domestic situation), one of the two households must file a pre-application and be added to the waiting list.
  - 6.1. If both households are in agreement, the two families may live together in the unit until the family with the new application is processed and is offered a separate unit.
  - 6.2. If the families choose not to continue to live together, one of them will have to move out. The head of household has full rights to the unit and can remain in the unit.
  - 6.3. Or, the head of household may choose to move out and allow the remaining members to stay in the unit. The remaining family members are considered residual household members.
  - 6.4. If there is a residual household member that is eighteen (18) years of age or older, that individual may execute a new lease if they meet the eligibility screening criteria requirements.
7. Notwithstanding the above, if a Resident has a court order (such as an Order of Protection, Legal Separation or Divorce Decree), the Housing Department will follow the court ruling as to who will remain in the unit.

#### 16.4 DEFINITIONS OF TEMPORARILY ABSENT AND PERMANENTLY ABSENT FAMILY MEMBER

1. General Conditions
  - 1.1. Income, assets and expenses and bedroom size determinations will be included in calculations for temporarily absent family members, as described in this section.
  - 1.2. Income, assets and expenses and bedroom size determinations will not be included in calculations for permanently absent family members, as described in this section, except where the Resident family has a choice of determining whether the member is temporarily or permanently absent.
  - 1.3. If a family member leaves the dwelling unit for more than two (2) consecutive months or more than sixty (60) days in a calendar year, except for medical circumstances, the unit will not be considered to be their principal place of residence and the lease will be terminated. To determine whether and when the unit size should be changed, information and documentation is required to be provided to Supervisor who will use an approximate time of two months as a guide, depending on the individual circumstances and verification provided.
  - 1.4. If there is a one or two parent home and the children are taken away from the parent, the situation will be reevaluated after ninety (90) days to determine the household composition and appropriate bedroom size.
    - 1.4.1. To determine whether and when the bedroom size should be changed when the children have been removed from the home, the information and documentation is required to be referred to Supervisor who will evaluate the situation, using the individual circumstances and verification provided.
  - 1.5. If the single parent leaves the household, for reasons other than incarceration, and if another adult is brought in to take care of the children while the parent is away, as long as the family continues to meet the definition of family, and the leaseholder is expected to return to the unit within a sixty (60)-day period, the lease will not be terminated. However, the temporary guardian must undergo screening and will not have residual rights to the unit.
  - 1.6. If a member of a family is protected by an order of protection which excludes a family member from the home, the excluded family member will not be considered under the temporarily absent policy during the period the court order is in effect, but rather will be removed from the lease.
2. Spouse or Person Living in Spousal Relationship
  - 2.1. If the spouse leaves the household, the family must report the change in family composition to the Housing Department, stating the spouse is permanently absent.



- 2.2. The spouse will be determined permanently absent if the family declares in writing that the absentee spouse has been gone for two months or more of the recertification period or declares in writing that the absentee spouse is otherwise permanently absent. The family must provide adequate proof of absence if the absentee spouse is to be considered permanently absent during the first two months.
- 2.3. If the spouse leaves the household and the period of time is less than two months, the absentee spouse will be determined temporarily absent unless one of these verifications are provided:
  - 2.3.1. Husband or wife institutes and files a divorce action.
  - 2.3.2. Husband or wife institutes and files for legal separation.
  - 2.3.3. Order of protection.
- 2.4. Proofs of absence which would be acceptable would include proof that the absentee is/was living in another location such as utility bills, cancelled checks for rent, driver's license or lease or rental agreement in the absentee's name at another location or employment verification of their home address.
- 2.5. If the spouse is incarcerated, a document from the Court, prison or Probation Services Department should be obtained as to how long the absentee will be incarcerated.
- 2.6. The two months specified in this section starts from the time the family reported the family member was absent from the unit.

3. Adult Child
  - 3.1. If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.
  - 3.2. A student (other than husband or wife) who attends school away from home but lives with the family during school recesses may be considered permanently absent (income not counted, not on lease, not counted for bedroom size) or temporarily absent (income counted, on lease, counted for bedroom size) at the family's option.
  - 3.3. Adult children will be determined permanently absent if the family declares that they have been gone for three months or more during the re-certification period or declares in writing that they are otherwise permanently absent. The family must provide adequate proof of absence if the adult children are to be considered permanently absent during the first three months.
  - 3.4. If an adult child leaves the household and the period of time is less than two months, the adult child will be determined temporarily absent unless one of these verifications are provided:
    - 3.4.1. Order of protection against the adult child.
    - 3.4.2. Proofs of absence which would be acceptable would include proof that the adult child is living in another location, such as utility bills, cancelled checks for rent, driver's license or lease or rental agreement in the adult child's name at another location, or employment verification or home address.
    - 3.4.3. If the adult child is incarcerated, a document from the Court, prison or Probation Services Department must be obtained as to how long he/she will be incarcerated.
4. Adult Family Members Other than Spouse or Adult Child
  - 4.1. Other adult family members that the family declares have been gone for two months or more during the re-certification period and declares in writing that they are otherwise permanently absent, will be determined permanently absent.
  - 4.2. Persons who report that an adult member has left the household in this situation must provide acceptable proof of absence if the adult member is to be considered permanently absent during the first two months.
  - 4.3. If the adult leaves the household and the period of time is less than two months, the adult family member will be determined temporarily absent unless one of these verifications are provided:



- 4.3.1. Proof of absence which would be acceptable would include proof that the adult family member is living in another location such as utility bills, cancelled checks for rent, or telephone bills in his/her name at another location.
- 4.3.2. The two months specified in this section starts from the time the family reported the change in family composition.
- 4.3.3. If the adult is incarcerated, a document from the Court, prison or Probation Services Department must be obtained as to how long he/she will be incarcerated.
5. Sole Member of Household
  - 5.1. If the sole member of the household must leave the household for more than ten (10) days, the Resident must inform the Housing Department in writing. Failure to notify the Housing Department in writing will authorize the Housing Department to enter and repossess the unit.
  - 5.2. If the sole member of the household has to leave the household for more than sixty (60) days, the unit will not be considered to be the sole member's principal place of residence and he/she will be terminated from the program, unless the Resident requests an extension by submitting documentation from a reliable medical source that he/she will return within a total of six months in accordance with 5.3 of this Section.
  - 5.3. If a Resident who is a sole member of a household must leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of the Resident's return.
    - 5.3.1. If the medical source feels the Resident will be permanently confined to a nursing home, the Resident will be considered permanently absent.
    - 5.3.2. If the Resident is temporarily confined, the Resident will not be considered permanently absent.
    - 5.3.3. In no event, however, will the unit be considered the Resident's principal place of residence when the Resident is out of the household for more than six (6) months.
6. Members Confined to a Hospital or Rehabilitation Center
  - 6.1. Members of the household confined to a hospital or rehabilitation center for a limited or fixed duration will be considered temporarily absent.
  - 6.2. The head of household will determine if a member of the family that is permanently confined to a hospital or rehabilitation center will be included in the household and a party to the lease. If the permanently confined member is included in the household, the member cannot be the head of household, co-head of household, or spouse.
7. Deployment of Military Personnel to Active Duty
  - 7.1. A guardian may be approved to temporarily reside in the unit to provide care for any dependents the deployed person leaves in the unit.
  - 7.2. A Resident may provide care for any dependents of persons called to active duty in the Armed Services on a temporary basis, as long as the head of household or co-head of household continues to serve in active duty.
8. Reporting to the Housing Department
  - 8.1. The family will need to declare a member as permanently or temporarily absent in writing to the Housing Department. The Housing Department will advise the family at that time, or at reexamination, what the options are and how it might affect the Total Tenant Payment or the unit size.
  - 8.2. The family should be counseled at briefings and reexamination on the effect of the permanently/temporarily absent policy on income.

## 16.5 VISITORS

1. Visitors are allowed to stay up to seven (7) consecutive days or maximum sixty (60) days per year.
2. The head of household is responsible for the conduct of their visitors and guests just as they are for the members of their own household.



- 2.1. This includes guests' behavior inside the unit as well as anywhere on or near the Housing Department's premises.
- 2.2. A guest's behavior could, if it violates the lease, cause serious problems for the Resident, up to and including eviction.
3. Any person living in the dwelling unit more than seven (7) consecutive days may be considered a member of the family household who must be added to the lease and be accepted under Housing Department standards for admission.
  - 3.1. Use of the unit address as the visitor's current residence for any purpose shall be construed as permanent residence.
  - 3.2. The burden of proof that the individual(s) is a guest rests on the family.
  - 3.3. In the absence of such proof, the individual(s) will be considered an unauthorized member of the family and the family's lease may be terminated since prior approval was not requested for the addition.
4. Guests or visitors may only stay longer than seven consecutive days if the family has written permission from the Housing Department. Written permission of the Housing Department extending the stay of visitors, or a member of the Resident's family will not be unreasonably denied.
  - 4.1. Visitors permitted to stay beyond the seven (7) consecutive days must prove that they have a primary residence of their own.
  - 4.2. Acceptable proof includes utility bills, cancelled checks for rent, driver's license verification, lease or rental agreement in the visitor's name, statements from neighbors, vehicle license plate verification, post office records, law enforcement reports or employment verification of their home address.
5. Anyone staying in the dwelling unit more than sixty (60) days for the medical care of a Resident will be required to apply to be authorized to be a live-in aide.
  - 5.1. A live-in aide is a person who resides with one 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.
  - 5.2. A live-in aide has no rights or benefits under any housing program. Written verification of the need for a live-in aide will be required from a reliable, knowledgeable professional, such as a doctor, social worker or caseworker.
6. In a joint custody arrangement, if the minor is in the household less than one hundred and eighty-three (183) days per year, the minor will be considered to be an eligible visitor and not a family member.

## 16.6 MINIMUM HEATING STANDARDS

As required by the Housing Opportunity Through Modernization Act of 2016 (HOTMA), the Housing Department implemented the model guidelines for minimum heating requirements for public housing dwelling units.

1. Minimum Temperature:
  - 1.1 If the temperature is controlled by the Housing Department, the minimum temperature must be at least sixty-eight (68) degrees Fahrenheit.
  - 1.2 If the temperature is controlled by the Resident, the heating equipment must have the capability of heating to at least sixty-eight (68) degrees Fahrenheit.
2. Minimum Temperature Capability:
  - 2.1 The Housing Department has flexibility in maintenance of the indoor temperature when the outdoor temperature approaches the design day temperature. Flexibility applies when:
    - 2.1.1 The outside temperature reaches or drops below the design day temperature; or
    - 2.1.2 The outside temperature is within five (5) degrees Fahrenheit of the design day temperature for more than two (2) continuous days.
    - 2.1.3 The design day temperature refers to the lowest expected outdoor temperature that a heating system was designed to accommodate.



However, at no point should indoor temperatures in occupied space drop below fifty-five (55) degrees.

3. Measurement:

3.1 Temperature measurements will be taken three (3) feet above the floor and two (2) feet from an exterior wall in a habitable room.

#### 16.7 MINIMUM COOLING STANDARDS

As required by the City of Phoenix Neighborhood Preservation Ordinance, the Housing Department has implemented minimum cooling standards for all rental units.

1. Minimum Temperature:

1.1 Where cooling systems are installed and have the capability of safely cooling all habitable rooms, bathrooms, and flushing toilet rooms, the cooling system must:

- 1.1.1 Cool to a temperature no greater than eighty-six (86) degrees Fahrenheit if cooled by evaporative cooling.
- 1.1.2 Cool to a temperature no greater than eighty-two (82) degrees Fahrenheit if cooled by air conditioning.

2. Measurement:

2.1 Temperature measurements shall be taken at a distance three (3) feet above the floor in the center of the room.



## 17 INSPECTIONS

Housing Department staff will conduct inspections to ensure the units and properties are being maintained in a decent, safe and sanitary manner and meet the highest requirements of the Uniform Physical Condition Standard. The Housing Department reserves the right to photograph the conditions of any unit for documentation purposes.

### 17.1 MOVE-IN INSPECTIONS

1. The Housing Department will require all families determined eligible and approved for admission to participate in a move in-inspection.
2. The family will be given a date to participate in a joint Housing Department-Resident move-in inspection. The head of household must participate in the scheduled move-in inspection. Family failure to comply will result in either a delay in occupancy or termination of the family's application. The purpose of the move-in inspection is to document the condition of the unit at the time the family is scheduled to take possession and to note any defects which exist.
3. If the defects are of a nature that the utility of the unit as a Residential dwelling is diminished or the defect(s) pose a potential hazard to the health or safety of the occupants, the move-in will not take place until all such defects are remedied. The defects will be remedied within thirty days of the original target date for occupancy. If it is impossible to remedy the defects within thirty days, the applicant will be offered a different unit.
4. If the family and management agree that the noted defects do not diminish the utility of the unit and do not pose a hazard, the family will be allowed to take possession on the target date and staff will schedule the repairs to be completed within the first 30 days of tenancy.
5. A household inspection form will be utilized for evaluating the condition of the unit at move-in on a room-by-room basis.
  - 5.1. The family's signature on this form shall signify acceptance of the unit with the noted defects, if any. Staff's signature on the form will also confirm the condition of the unit as noted.
  - 5.2. If any defects are noted which require corrective action, the signature of the Housing Department representative will serve as confirmation of the commitment to make such repairs within the prescribed 30-day time period, if possible.

### 17.2 PREVENTATIVE MAINTENANCE INSPECTIONS

This inspection is intended to keep items in good repair and checks for the following: weatherization; the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; leaks; health and safety violations and other potential deficiencies in the unit. It also provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### 17.3 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Department, or as a result of an unsatisfactory preventative maintenance or housekeeping inspection. Housing Department staff members may also conduct an immediate special inspection if they are already in the unit and observe health and safety deficiencies. A Resident may be placed on a regular special inspection schedule as a result of repeated unsatisfactory preventative maintenance or housekeeping inspection.

### 17.4 HOUSEKEEPING INSPECTIONS

The Housing Department will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. The Resident will receive a copy of the Household Inspection Report for each inspection completed by the Housing Department. The Household Inspection Report will detail the condition of



the unit at the time of the inspection and will indicate if an additional follow-up inspection is required. The Resident, if present, should sign the Household Inspection Report.

#### **17.5 NOTICE OF INSPECTION**

For inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Housing Department will give the Resident at least two (2) days written notice. Housing Department staff will not enter a unit where minors are present without an adult. In these cases, the Housing Department has determined that the household failed to allow access to the unit and will be subject to a trip charge in accordance with the Schedule of Charges.

#### **17.6 EMERGENCY INSPECTIONS**

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

#### **17.7 PRE-MOVE-OUT INSPECTIONS**

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

#### **17.8 MOVE-OUT INSPECTIONS**

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



## 18 COMMUNITY SERVICE/SELF-SUFFICIENCY REQUIREMENT

This requirement does not apply to Residents of Sunnyslope Manor and Fillmore Gardens.

1. Community Service is defined as “the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance Resident self-sufficiency, or increase Resident self-responsibility in the community.” In order to be eligible for continued occupancy, each adult family member must:
  - 1.1. Contribute eight (8) hours per month of community service (not including political activities), or
  - 1.2. Participate in an economic self-sufficiency program for eight (8) hours per month, or
  - 1.3. Perform eight (8) hours per month of combined activities that are described in this section.
2. At least eight (8) hours of activity must be performed each month or may be aggregated across a year. Any blocking of hours is acceptable as long as ninety-six (96) hours is completed by each annual recertification.
3. The Housing Department will not substitute community service or self-sufficiency activities performed by Residents for work ordinarily performed by Housing Department employees or replace a job at any location where Residents perform activities to satisfy the service requirement.

### 18.1 COMMUNITY SERVICE VOLUNTEER WORK

1. Community Service volunteer work includes, but is not limited to, any of the following:
  - 1.1. Monthly Resident council meetings.
  - 1.2. Block watch meetings and activities.
  - 1.3. Volunteer activities at on-site community centers, including recreation centers and senior centers.
  - 1.4. Community events sponsored by Housing Department, other city departments and/or local non-profit agencies.
  - 1.5. Volunteer activities at a local institution including but not limited to: schools, Head Start Programs, before-or after-school programs, child care centers, hospitals, clinics, nursing homes, hospices, recreation center, senior centers, adult day care centers, homeless shelters, feeding programs, food banks, or clothes closets (distributing donated clothing).
  - 1.6. Volunteer activities at a nonprofit organization that serves Housing Department Residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls clubs, 4-H program, PAL, Garden Center, Big Brothers or Big Sisters, Community cleanup programs, beautification programs, organized children’s recreation, mentoring or education programs.
  - 1.7. Volunteer activities funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers.
  - 1.8. Volunteer activities at the Housing Department to help improve physical conditions.
  - 1.9. Volunteer activities at the Housing Department to help with children’s programs.
  - 1.10. Volunteer activities at the Housing Department to help with senior programs.
  - 1.11. Helping neighborhood groups with special projects.
  - 1.12. Volunteer activities through Resident organizations to help other Residents with problems, serving as an officer in a Resident organization or serving on the Resident Advisory Board.
  - 1.13. Caring for the children of other Residents so they may volunteer.
2. Political activity is excluded.

### 18.2 SELF-SUFFICIENCY

Self-sufficiency activities include but are not limited to:

1. Job readiness programs sponsored by the Housing Department, other recognized educational or job training institution/organization;
2. Job training programs sponsored by the Housing Department, other recognized educational or job training institution/organization;



3. GED classes;
4. Higher education (junior college or college);
5. Reading, financial and/or computer literacy classes;
6. Substance abuse or mental health counseling;
7. English proficiency or literacy (reading) classes;
8. Apprenticeships;
9. Budgeting and credit counseling classes; and
10. Any class that helps a person toward economic independence.

#### **18.3 EXEMPTIONS**

The following adult family members are exempt from this requirement:

1. Family members who are sixty-two (62) or older;
2. Persons with disabilities who certify that, based on the disability, they cannot comply with the requirement;
3. Caretakers of a person with a disability who has certified that based on the disability, he or she cannot comply with the requirement;
4. Family members who are temporarily or chronically ill and able to submit documentation from a medical provider;
5. Family members who are currently engaged in work activity at least 20 hours per week at or above the higher of State or Federal minimum wage;
6. Family members who receive on-the-job training and the employer provides evidence of the training and number of hours per week;
7. Family members engaged in job search activities;
8. Family members participating in community service programs, vocational education training or job skills training;
9. Family members who are exempt from work activity under a State Program as stated by the Social Security Act or under any other State welfare program, including the welfare-to-work program;
10. 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 or under any other State welfare program, including a welfare-to-work program and who are in compliance with that program.
11. A member of the family is receiving assistance, benefits or services under a State welfare program with a work requirement and the family member is in compliance with all program requirements. HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state and a member receiving assistance under SNAP has been found to be in compliance with the program requirements. Adult residents who receive assistance under SNAP on behalf of minor children, but do not receive assistance for themselves, do not qualify for an exemption.
12. The Housing Department will make the final determination as to whether a family member is exempt from the Community Service requirement.
13. Adult family members which are determined to be part of a mixed family, who do not have eligible immigration status, are not exempt from performing the required community service hours unless the member meets one of the published exemptions in this ACOP Section 18.
14. Residents may use the Housing Department's Grievance Procedure if they disagree with the determination.

#### **18.4 NOTIFICATION OF THE REQUIREMENT**

1. The Housing Department shall notify all family members of the community service requirement and of the categories of individuals who are exempt from the requirement.
2. The notification will:
  - 2.1. Provide the opportunity for family members to claim and explain an exempt status.



- 2.2. Advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after July 1, 2001.
- 2.3. Advise Residents that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.
3. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place.

#### 18.5 THE PROCESS

At lease execution or at the first annual reexamination on or after July 1, 2001, and each annual reexamination thereafter, the Housing Department will:

1. Provide the family with exemption certification forms and the community service tracking forms and a copy of this policy.
2. Include in the annual recertification notification letter a statement about the Community Service and Self Sufficiency Requirement, which will include a reminder to bring all pertinent documents to the reexamination appointment. The annual recertification letter is sent to the family at least thirty (30) days, but no more than one hundred and twenty (120) days, prior to the reexamination.
3. Reiterate, at each reexamination, the community service requirement and the consequences for non-compliance.
4. Provide information about obtaining suitable volunteer positions and, to the greatest extent possible, provide names and contacts at agencies that can provide opportunities for Residents, including disabled, to fulfill their Community Service obligations.
5. Provide a community service tracking form to the family member. The tracking form requires the individual to complete the form and have the supervisor in charge of the appropriate activity date and sign the form for each period of work.
6. Advise the family member that the completed form must be returned to the management office.

#### 18.6 FAMILY OBLIGATIONS

1. At lease execution or re-examination after July 1, 2001, all adult members (eighteen (18) or older) of a public housing Resident family must:
  - 1.1. Provide documentation that they are exempt from the Community Service requirement if they qualify for an exemption, and
  - 1.2. Sign a certification that they have received and read this policy, and understand if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease.
2. At each annual re-examination, non-exempt family members must present a completed community service tracking form (to be provided by the Housing Department) of activities performed over the previous twelve (12) months. The form will include space for supervisors, instructors or counselors to certify to the number of hours contributed.
3. If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Housing Department to make up the deficient hours over the next twelve (12) month period.
4. Change in exempt status:
  - 4.1. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Housing Department and provide documentation of such.
  - 4.2. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Housing Department. The Housing Department will notify the non-exempt person that they are no longer exempt and provide the person with the Certification/tracking documentation form along with a list of agencies in the community that provide volunteer and/or training opportunities.



#### 18.7 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICES REQUIREMENT

1. At least thirty (30) days prior to annual re-examination and/or lease expiration, the Housing Department will begin reviewing the exempt or non-exempt status and compliance of family members.
2. If a family member is non-compliant with all or a portion of the community service requirement, the Housing Department will notify the family of the following:
  1. The family member(s) has been determined to be in noncompliance;
  2. The reason for the noncompliance.
3. The family must enter into an agreement with the Housing Department to make up the deficient hours over the next twelve (12) month period (see ACOP Section 18.8).
4. If at the next annual re-examination, the family member still is not compliant, the Housing Department will not renew the lease and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
5. The determination is subject to the grievance procedure.

#### 18.8 OPPORTUNITY FOR CURE

1. If the family has not completed the required community service hours, the Housing Department will offer the family member(s) the opportunity to enter into a written agreement prior to the anniversary of the lease to cure the deficiency.
2. The agreement will state that the family member(s) agrees to comply with the community service requirement for the current year and agrees to make up the hours for the previous twelve (12)-month period. The cure will occur over the twelve (12) month period beginning with the date of the agreement.
  - 2.1. During the twelve (12) month cure period, the Resident will, at the same time, stay current with that year's community service requirement.
  - 2.2. The first hours of service earned will be credited to the past year's commitment until the past year's commitment is complete.



## 19 RECERTIFICATIONS

At least annually, the Housing Department will conduct a reexamination of family income and circumstances, including, but not limited to, credit bureau reports and criminal background screening.

The results of the reexamination determine:

1. Whether the family is housed in the correct unit size, and
2. The rent the family will pay, as described in ACOP Section 14.

### 19.1 NOTIFICATION & MISSED APPOINTMENTS

The Housing Department will send notification letters to the family letting them know that it is time for their annual reexamination.

1. The Initial Notice will be provided to the Resident upon the signing of the lease and at each annual recertification. The notice will serve as a reminder to Residents that they will need to report to the property management office on a future specified date during the following year to prepare for the next recertification and will list the information the Resident should have available.
2. The First Reminder Notice will be provided to the Resident at least one hundred and twenty (120) days prior to the recertification anniversary date. The First Reminder Notice will inform the Resident of the requirements of the recertification process, provide a general date of the interview and list the information the Resident should have available and provide.
3. The Second Reminder Notice will be provided to the Resident at least ninety (90) days prior to the recertification anniversary date. The Second Reminder Notice will inform the Resident of the requirements of the recertification process, list the information the Resident should have available and list a specific date, time and location of the recertification interview. Forms the Resident family is required to complete in preparation for the appointment will be attached to this notice. The notice will also provide instructions permitting the family to reschedule the interview if necessary. If elected or needed, a virtual interview may be conducted and documents may be mailed, delivered or uploaded electronically using the City of Phoenix Secure File Transfer Protocol.
4. The Third Reminder Notice will be provided to the Resident at least sixty (60) days prior to the anniversary date and will only be provided if the Resident has failed to respond to all prior notices. This notice will serve as a sixty (60)-day notice to terminate assistance.
5. Each notice will inform Residents who may need to make alternate arrangements due to a disability that they may contact staff to request a reasonable accommodation.
6. Each of the notices will indicate that if the Resident fails to respond by the specified cutoff date contained in the notice, the Resident will be subject to eviction.

### 19.2 VERIFICATION

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. Income, allowances, Social Security numbers and other data that is deemed necessary will be verified in accordance with the procedures outlined in ACOP Sections 7.7 and 11. All verified findings will be filed in the Resident file.
2. The Housing Department may check public records and obtain criminal and credit history reports for the purposes of investigating a discrepancy.
3. If the Housing Department observes, receives or obtains information indicating a discrepancy in the information reported regarding income, allowances, social security numbers, household composition or other information provided by the Resident during the move-in, or during an interim or recertification process.



### 19.3 BACKGROUND CHECKS

1. At each annual recertification, the head of household must disclose any criminal activity that has occurred in any state by any household member. This must be a true and accurate list or tenancy may be terminated for providing false, inaccurate or incomplete information. A local and/or national criminal background check may be conducted if the disclosure(s) includes drug-related, violent or sex crimes.
2. On an annual basis during the recertification process, the Housing Department will screen all adult household members through the national sex offender database. Proof of the search will be maintained in the Resident file. Sex offenders who are required by law to maintain permanent/lifetime registration with a state program will have their tenancy terminated.
3. A national background check will be conducted on all adult household members living in senior or conventional family public housing sites every three (3) to five (5) years during the annual recertification process or sooner if the Housing Department has reasonable cause.
4. For the Scattered Sites Program, the national background check may be conducted on all members of the household twelve years of age or older every three (3) to five (5) years during the annual recertification process.
5. The Housing Department will ensure that all background checks received are completely confidential and will not be misused or improperly disseminated.
6. If negative information is found on any background check, the information will be screened for continued occupancy based on the criteria discussed in ACOP Sections 8.2 and 9.1. Mitigating factors may be considered when determining continued public housing occupancy. These factors may include, but are not limited to:
  - 6.1. the seriousness of the criminal activity;
  - 6.2. the length of time since the offense; the age of the household member at the time of the offense;
  - 6.3. evidence of rehabilitation, such as employment, participation in a job training program, education, participation in a drug or alcohol treatment program, or recommendations from a parole or probation officer, employer, teacher, social worker, or community leader; and
  - 6.4. household tenancy history.
7. If any background check reveals information about a household member consistent with ACOP Sections 8.2 and 9.1, the Housing Department may propose to terminate residency.
8. If a notice of termination of tenancy is issued, the Resident will have the right to follow the grievance procedures as outlined in ACOP Section 28. If the Resident did not request a hearing within the specified time due to a disability, the PHA will provide a reasonable accommodation if necessary.

### 19.4 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RECERTIFICATION

1. The new rent will generally be effective upon first day of the Resident's anniversary month with thirty (30) day notice of any rent increase to the family.
2. If the rent determination is delayed due to a reason beyond the control of the family, then the family will receive a thirty (30)-day notice and the rent increase will not be effective the first of the month following the expiration of that notice. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be retroactive to the anniversary date.
3. If the family caused the delay in the rent determination, then any rent increase will be retroactive to the anniversary date. Any rent reduction will not be effective until the first of the month after the rent amount is determined.
4. The annual recertification is not complete until the family has signed the required lease addendum which amends the rental amount described on the lease. Failure of the Resident(s) to sign the addendum may result in the Resident family being subject to eviction.



## 19.5 INTERIM REEXAMINATIONS

1. All families are required to report the following changes to the Housing Department within thirty (30) calendar days of the occurrence. These changes may include, but are not limited to:
  - 1.1. A member has been added to the family through birth or adoption or court-awarded custody.
  - 1.2. A household member is leaving or has left the family unit.
  - 1.3. Family break-up
    - 1.3.1. In circumstances of a family break-up, the Housing Department will determine which family member will retain the unit, taking into consideration the following factors:
      - 1.3.1.1. To whom the unit was rented.
      - 1.3.1.2. The interest of minor children or of ill, elderly, or disabled family members.
      - 1.3.1.3. Whether the assistance should remain with the family members remaining in the unit.
      - 1.3.1.4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.
    - 1.3.2. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Housing Department will be bound by the court's determination of which family members continue to receive assistance in the program.
    - 1.3.3. Because of the number of possible circumstances involved in a family break-up, the Housing Department will make determinations on a case-by-case basis.
    - 1.3.4. The Housing Department will issue a determination within ten (10) business days of the request for a determination.
    - 1.3.5. The family member requesting the determination may request an informal hearing.
  - 1.4. All changes in income and eligible deductions, except changes in income because of annual cost-of-living increases to Social Security or SSI. Interims will be processed if:
    - 1.4.1. A family is on zero (0) income, at or below the established minimum rent, is receiving a utility reimbursement payment, is receiving Temporary Assistance to Needy Families (TANF), General Assistance (GA), and becomes employed or starts receiving any other type of income.
    - 1.4.2. A Resident reports a change in household composition.
    - 1.4.3. A family has an increase in unearned income which increases the family's adjusted gross income by ten percent (10%) or more for all programs.
    - 1.4.4. An adult member of the family who was reported as unemployed, and has no source of income, on the most recent certification or recertification obtains employment or any other source of income.
    - 1.4.5. A family is a participant in the Family Self Sufficiency (FSS) program, and they elect to have the interim processed prior to an annual recertification to establish or increase monthly escrow postings.
    - 1.4.6. If a family is paying income-based rent and experiences a reduction in income. The Housing Department will adjust the family's rent to correspond to the new verified income, effective the first day of the month following the reported change in circumstances.
  - 1.5. Change in Circumstances (Increase in Eligible Deductions) of Families Paying Income-Based Rent. Occasionally, families paying income-based rent experience a verified change in their circumstances that would qualify them for a reduction in income-based rent even though their incomes have not decreased. These circumstances would increase the family's deductions and thus reduce their adjusted income. Examples include, but are not limited to:
    - 1.5.1. When families gain an additional dependent;
    - 1.5.2. When a family's childcare costs increase with no increase in income;
    - 1.5.3. When an elderly or disabled family's unreimbursed medical costs and/or disability expenses increase;



- 1.5.4. When a family that was not an elderly or disabled family becomes an elderly or disabled family.
- 1.6. Hardship of Families Paying Flat Rent. When families who have elected to pay flat rent experience certain hardships, they are eligible for a reduction of rent to an income-based rent. The Housing Department will adjust the rent in the following circumstances:
  - 1.6.1. The family has experienced a verified loss in income because of changed circumstances, including loss of reduction of employment, death in the family, or reduction in or loss of earnings or other assistance.
  - 1.6.2. The family has experienced a verified increase in expenses because of changed circumstances such as increased medical costs, childcare, transportation, education or similar items.
- 1.7. Interim increases for Residents of Sunnyslope Manor and Fillmore Gardens will only be processed if there is an increase in income of \$200 or more per month.
2. Although all changes are required to be reported in writing within thirty (30) days, an interim will not be processed due to:
  - 2.1. Changes in income because of annual cost-of-living increases to Social Security or SSI.
  - 2.2. Increases in salary.
  - 2.3. Changes in jobs that result in a higher income.
  - 2.4. Changes in unearned income sources.
  - 2.5. Increases in household income which occur within the last three (3) months of the certification period.
  - 2.6. Decreases in household income that are less than ten percent (10%) of the family's adjusted annual income.
3. Failure to accurately report all changes within 30 days will be handled in accordance with guidelines in ACOP Section 20.6.

## 19.6 TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

1. Standard for Timely Reporting of Changes
  - 1.1. The Housing Department requires that all families report interim changes in writing to the Housing Department within thirty (30) calendar days of the change.
  - 1.2. Residents will be required to sign a new lease addendum when the change has been verified and the new rent has been calculated.
2. Procedures when the Change is Reported in a Timely and Accurate Manner
  - 2.1. The Housing Department will notify the family of any change in the Resident rent to be effective according to the following guidelines:
    - 2.1.1. Increases in the Tenant Rent are effective on the first of the month following at least thirty (30) day notice.
    - 2.1.2. Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported.
      - 2.1.2.1. However, if procedures do not permit rapid confirmation and verification of the decrease, the reduced rent shall be put into effect on a temporary basis subject to verification.
      - 2.1.2.2. The Resident must promptly pay the difference in rental amounts if confirmation and verification cannot be made in sixty (60) days.
      - 2.1.2.3. Any material and substantial falsification of income is grounds for eviction.
  - 2.2. Procedures when the Change is Not Reported in a Timely or Accurate Manner. If the family does not report the change timely and accurately, as described in the previous section above, the following guidelines will apply:
    - 2.2.1. The Housing Department will review all sources of income and may include sources that would have been excluded if the change had been reported timely and accurately.
    - 2.2.2. Increase in Tenant Rent will be effective retroactive to the first of the month following the date on which the action occurred. The family will be liable for any overpaid housing assistance. The



Housing Department will collect the overpaid housing assistance through recoupment and/or a repayment agreement. The Housing Department may also terminate tenancy based on the circumstances and amount owed:

- 2.2.2.1. An amount owed of \$50 or less will result in the issuance of a Lease Violation Notice.
- 2.2.2.2. An amount owed between \$51 and \$2,999 will result in the collection of the overpaid Housing assistance and issuance of a Lease Violation Notice.
- 2.2.2.3. An amount owed of \$3,000 or more will be considered due in full and will result in termination.
- 2.2.2.4. If the member that experienced the increase in income qualified for EID at the time the increase should have been reported, EID will be determined and calculated retroactive to the first of the month following the date on which the Resident should have been reported. A Lease Violation Notice will also be issued. *Note: The Housing Opportunities Through Modernization Act (HOTMA), which was signed into law in July 2016, removes the Earned Income Disallowance in its entirety. The Housing Department implemented this provision of the Act effective January 1, 2025.*
- 2.2.3. Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

2.3. Procedures when the Change is Not Processed by the Housing Department in a Timely Manner

- 2.3.1. "Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the Housing Department in a timely manner.
- 2.3.2. In this case, an increase will be effective after the required thirty (30)-day notice prior to the first of the month after completion of processing by the Housing Department.
- 2.3.3. If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

## 19.7 OTHER INTERIM REPORTING ISSUES

1. If the Housing Department makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error.
  - 1.1. If the error results in an increase in rent, the family will not be charged retroactively.
  - 1.2. If the error results in a decrease in rent, the decrease will be retroactive to when the decrease for the change would have been effective if calculated correctly.
2. An interim reexamination does not affect the date of the annual re-certification.
3. Family members over the age of eighteen (18) in families reporting zero income must report their income status to the Housing Department monthly.
4. Imputed Welfare Income. With the passage of QHWRA in 1998, public housing Residents were given a greater incentive to comply with welfare requirements that move participants toward economic independence. The law established two situations in which the Housing Department will not reduce rents, even though Resident families have reduced incomes. Instead of reducing rent, the Housing Department must "impute" welfare income to the family in an amount equal to the reduction in benefits.
  - 4.1. Economic Self-Sufficiency Requirements. The imputed income provisions apply only to Residents who receive welfare assistance from a government program that requires a family member to participate in an economic self-sufficiency program as a condition for receipt of assistance. Imputed welfare income rules are not applicable to social security benefits, SSI or general assistance. The programs to which the imputed welfare income rules apply are funded under the federal program of Temporary Assistance to Needy Families (TANF), although some state and local programs also have similar economic self-sufficiency requirements. 24 CFR 5.603 defines economic self-sufficiency program as, "Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment



counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program) or other work activities." Also included would be General Equivalency Diploma programs, certain higher education, and work readiness programs. Economic self-sufficiency requirements are generally tailored to each welfare recipient's situation, so the same programs will not be required for every Resident.

- 4.2. **Reductions to Rent.** The Housing Department will not reduce rent, even though the family has experienced a reduction in benefits when welfare benefits are verified to have been reduced because of welfare fraud, or when welfare benefits are verified to have been reduced because of noncompliance with economic self-sufficiency requirements. These are the only situations in which welfare income is imputed.
- 4.3. Any other time a Resident's welfare grant is reduced or terminated, the Housing Department must reduce rent in accordance with the Admissions and Continued Occupancy Policy.
- 4.4. **Verification Standards.** Before the Housing Department will make a determination about whether or not to grant a rent reduction, or, conversely, impute welfare income, verification will be obtained from the welfare agency of the dollar amount of welfare reduction, the term of the reduction and the reason for the reduction. With this information, the Housing Department will make a determination about whether or not to impute welfare income. The Housing Department will rely on the welfare agency's verification. If a Resident wishes to dispute the welfare agency's allegations about welfare fraud or failure to comply with economic self-sufficiency requirements, the Resident must appeal through the welfare program's channels. The Housing Department may, but is not required, to delay imputing welfare income until such appeals are exhausted.
- 4.5. **Method for Imputing Welfare Income.** After the Housing Department receives verification that it is appropriate to impute welfare income, the Housing Department can determine the imputed welfare amount. The imputed welfare amount is the amount by which the welfare grant has been reduced. The amount of time during which welfare income will be imputed is the term of the welfare benefit reduction. This is to say that the Housing Department is required to compute rent exactly as if the welfare benefit reduction had not occurred until either the benefit reduction ceases, or the Resident obtains some additional type of income.
- 4.6. **Offsetting Imputed Welfare Income with Additional Income.** If the Housing Department is imputing welfare income in computing a Resident's rent and the Resident's income increases for any reason (e.g., earned or unearned income), the new income is not added to the former income (which includes the imputed welfare income.) Instead, the new income takes the place of the imputed welfare income. Thus, when a Resident with imputed welfare income obtains any additional income, it is not added to the overall income until it exceeds the amount of the welfare sanction amount.
- 4.7. **Imputed Welfare Income and Earned Income Disallowance.** Occasionally, a Resident who is having welfare income imputed will go to work and qualify for an earned income disallowance. The baseline income for such a Resident will include the imputed welfare income, rather than being based on the actual cash welfare income.



## 20 PIC AND EIV DATA

At move-in and during an interim or annual recertification, the Housing Department will electronically submit HUD Form-50058 containing required Resident data to HUD through the Public and Indian Housing Information Center (PIC). For Residents of Sunnyslope Manor and Fillmore Gardens, the electronic submission is HUD Form-50059 and is submitted through the Tenant Rental Assistance Certification System (TRACS).

The PIC/TRACS system will verify Resident provided data with the computer matching program, Enterprise Income Verification (EIV). EIV will provide the Housing Department with identity verification and the household income report, which will be used for the following:

1. Identify income not previously reported;
2. Identify new employment;
3. Identify reason(s) for Resident failed identity verification;
4. Determine need to pursue third-party verification;
5. Identify historical patterns of earning and received income; and
6. Other uses as required or permitted by HUD.

Unless otherwise indicated below, all information and data is required to be updated within the applicable HUD system, PIC or TRACS, within 30 days of the applicable report. All EIV reports specific to the resident household will be printed and maintained in the resident file for the duration of tenancy and will be destroyed in accordance with EIV and HUD regulations after move-out, including the individual household Summary Report, Income Report, Income Discrepancy Report and Certification Page. Note: the certification page is not applicable to Fillmore Gardens and Sunnyslope Manor.

### 20.1 SECURITY PROTOCOL

1. The Housing Department may provide EIV data only to the individual to whom the record pertains; EIV data of minors may be provided to the minor's parent or guardian.
2. Housing Department staff may not disclose EIV data to any third parties, including requests via subpoena, etc. EIV data of adult children may not be provided to heads of household.
3. Residents may provide written consent for the following to view EIV information to assist them in their ability to participate in the recertification process:
  - 3.1. Service coordinators only if they are present at and assisting the Resident with the recertification process
  - 3.2. Translators/interpreters
  - 3.3. Individuals assisting an elderly individual or a person with a disability
  - 3.4. Guardians
  - 3.5. Powers of attorney
  - 3.6. Other family members
4. Auditors may review file folder contents for audit purposes only.

### 20.2 SUMMARY AND IDENTITY VERIFICATION REPORTS

1. Household summary reports provide the identity verification status of personal identifiers including last name, date of birth and social security number for each household member. This report is used during the annual recertification process to aid in resolving any identity verification status other than Verified, including Failed or Deceased. If there are no changes to the household composition or identity verification status, the summary report will not be required to be printed and retained in the resident file.
2. The EIV Failed Pre-screening and Verification Reports will be reviewed by staff at least monthly, no later than the 10<sup>th</sup> day of each month. The reports provide the Housing Department information useful in correcting invalid Resident personal identifiers such as incorrect social security numbers, dates of birth and



surnames; identify families who may not be eligible for assistance; identify deceased Residents and assist with the availability of EIV income data.

3. Residents will be required to meet with Housing Department staff to discuss the reason for a failed identity verification report, as necessary.
  - 3.1. Staff will only contact the Resident after it has been determined that the failed pre-screening and/or verification is not a result of input error.
  - 3.2. Residents will be required to provide any documentation necessary to mitigate the discrepancy.

### 20.3 INCOME VERIFICATION

1. Ninety (90) days after move-in, an EIV income report will be run to verify information provided at move-in.
2. The income reports will also be used, printed and maintained in the resident file, at interim or annual recertifications. This report combined with Resident-provided documents, will be utilized to verify income and calculate anticipated annual income. Resident provided documents are required to be dated within sixty (60)-days of the reexamination interview date. Pay stubs are required to be consecutive and current.
3. Should there be a discrepancy; the process described in ACOP Section 20.4 will be used.
4. Third-party verification will only be necessary when:
  - 4.1. EIV and Resident-provided documents do not match;
  - 4.2. The Resident disputes EIV data;
  - 4.3. Additional information is required, such as effective dates of employment, pay rate, number of hours worked and pay frequency for new jobs; or
  - 4.4. Confirmation of change in circumstances such as reduced hours or reduced rate of pay.

### 20.4 INCOME VALIDATION TOOL (IVT) AND INCOME DISCREPANCY REPORTS

1. EIV Income Validation Tool (IVT) and income discrepancy reports will be reviewed by staff at least monthly, no later than the 10<sup>th</sup> day of each month, and at each annual and interim recertification. If there are discrepancies of \$2,400 or more between Resident reported income information and the IVT or discrepancy reports, the Housing Department will:
  - 1.1. Identify under-reported income and/or unreported income sources;
  - 1.2. Review current and historical HUD Form-50058's/50059's;
  - 1.3. View past and current interim and annual reexamination documents in the Resident file;
  - 1.4. Verify effective dates of new and terminated income sources;
  - 1.5. Discuss the income discrepancy with the Resident;
  - 1.6. Obtain additional documents from the Resident and/or a third-party if necessary;
  - 1.7. Obtain Social Security Earnings Statement for historical wage earnings; and
  - 1.8. Ensure resolution of any discrepancy within thirty (30) days.
2. No adverse action will be taken based solely on EIV data.
3. If the Housing Department determines that the income discrepancy is not valid, the Resident file will be documented as such.
4. If the Housing Department determines that the income discrepancy is valid and the Resident intentionally/unintentionally misrepresented household income, retroactive rent will be due. Retroactive rents will be determined by recalculating the correct tenant rent based on omitted income during previous interim or annual reexaminations, as far back as the existence of complete file documentation to support the determinations.
5. If the Resident believes that he/she is the victim of identity theft based on the Income Validation Tool report, the Resident will be required to take the following action as soon as possible and keep a record with details of conversations and copies of all correspondence:



- 5.1. File a report with the local police or the police in the community where the identity theft took place and obtain a copy of the report. A copy of the report will be required to be submitted to the Housing Department.
- 5.2. Place a fraud alert with at least one of the three consumer reporting companies (Equifax, Transunion, Experian).
- 5.3. File an identity theft complain with the Federal Trade Commission (FTC).
- 5.4. Provide a copy of the letter sent to the reported employer to dispute information and request correction as well as any correspondence received from the employer.

#### 20.5 NEW HIRE REPORT

1. EIV New Hire reports will be reviewed by staff at least monthly, no later than the 10<sup>th</sup> day of each month. If there are discrepancies between Resident reported employment information and the New Hire Report, the Housing Department will:
  - 1.1. Identify unreported income sources;
  - 1.2. Review current and historical HUD Form-50058's/50059's;
  - 1.3. View past and current interim and annual reexamination documents in the Resident file;
  - 1.4. Verify effective dates of new and terminated income sources;
  - 1.5. Send a letter reminding the Resident of the policy regarding the reporting of interim changes within 30 days and the applicable change form to the Resident; and
  - 1.6. Obtain additional documents from the Resident and/or a third-party if necessary.
2. If the Housing Department determines the New Hire report is accurate, the applicable interim or annual recertification will be processed in accordance with HUD required timeframes and will include the employment income.
3. No adverse action will be taken based solely on EIV data.
4. If the Housing Department determines that the income discrepancy is not valid, the Resident file will be documented as such.
5. If the Housing Department determines that the income discrepancy is valid and the Resident intentionally/unintentionally misrepresented household income, retroactive rent will be due. Retroactive rents will be determined by recalculating the correct tenant rent based on omitted income during previous interim or annual reexaminations, as far back as the existence of complete file documentation to support such retroactive rent determinations.
6. If the Resident believes that he/she is the victim of identity theft based on the New Hire Report, the Resident will be required to take all necessary steps outlined in ACOP Section 20.4 above.

#### 20.6 DECEASED TENANTS REPORT

1. EIV Deceased Tenants reports will be reviewed by staff at least monthly, no later than the 10<sup>th</sup> day of each month. The report will identify current Residents reported deceased in Social Security Administration's records. If there are discrepancies between family composition information and the Deceased Tenants Report, the Housing Department will:
  - 1.1. Review current and historical HUD Form-50058's/50059's.
  - 1.2. Immediately contact the head of household (HOH) or emergency contact person (if the HOH is deceased and there is no other adult household member) via telephone call and letter to confirm the death of the listed household member and obtain a copy of the death certificate.
  - 1.3. A home visit will be conducted to determine if anyone is residing in the unit.
2. If there are unauthorized persons in the unit of a deceased single member household, the Housing Department will regain possession using applicable HUD regulations and current local Landlord and Tenant laws.



3. When the HOH dies and the only remaining household member is a live-in aide, the live-in aide is not entitled or eligible for any rental assistance or continued occupancy in a subsidized unit. The Housing Department will notify the live-in aide that s/he is required to vacate the unit at the end of month. If the live-in aide does not vacate the unit, the Housing Department will follow HUD regulations and current local Landlord and Tenant laws to regain possession of the unit.
4. For all remaining households affected by the death of a Resident, see ACOP Section 16.
5. In the event that a household member is misidentified as deceased in the Deceased Tenants Report, staff will immediately notify the individual in writing and advise the individual to contact SSA so that SSA may correct its records.
6. Staff will provide the Resident with his/her section of the EIV Income Report, which shows the Resident is considered deceased by the EIV system. The EIV information will only be provided to the individual to whom the information pertains. If the person is a minor, the pertinent section of the EIV report will be provided to the minor's adult parent or legal guardian.
7. Staff will make a notation in the Resident file that the individual has been identified as deceased by EIV, that the individual has been confirmed to be alive, the name of the staff person who confirmed identity and the method of confirming identity.

## 20.7 MULTIPLE RENTAL ASSISTANCE REPORTS

1. EIV Existing Tenant Search and Multiple Subsidy reports will be reviewed by staff prior to move-in, annual recertification, and at least monthly, no later than the 10<sup>th</sup> day of each month. The reports will assist the HD in identifying any Resident household which may be receiving duplicate assistance or may need to update family composition to remove household members who no longer reside in the unit. If any member of a household appears on either of the reports, the Housing Department will:
  - 1.1. Review current and historical HUD Form-50058's/50059's;
  - 1.2. View the original application for assistance, and past and current interim and annual reexamination documents in the Resident file;
  - 1.3. Contact the Resident to advise that it appears that he or she is already receiving assistance, and provide the opportunity to explain and provide documentation proving that he or she is not currently receiving assistance in another program;
  - 1.4. If necessary, contact the other jurisdiction to confirm tenancy status; and
  - 1.5. Residents are required to provide any documentation necessary to mitigate the discrepancy and staff will take appropriate action in accordance with this policy.
2. If it is determined that a Resident is receiving two subsidies, the Department will charge the Resident family the flat, market or contract rent for the entire period that two subsidies were received. The Resident family will be subject to termination of assistance or tenancy.

## 20.8 IMMIGRATION REPORT

1. EIV Eligible Citizen Status, Eligible Noncitizen Status, Ineligible Noncitizen Status, Pending Verification Status and Unknown Status reports will be reviewed by staff at least monthly, no later than the 10<sup>th</sup> day of each month to ensure HD and Resident compliance with Social Security Number disclosure and reporting requirements, and implement prorated assistance for mixed families. If any member of a household appears on any of the reports, the Housing Department will:
  - 1.1. Review current and historical HUD Form-50058's/50059's;
  - 1.2. View the original application for assistance, and past and current interim and annual reexamination documents in the Resident file;
  - 1.3. View the Declaration of Section 214 Status form(s), Listing of Ineligible Family Members form, and all birth certificate(s), social security card(s), and picture identification copies contained in the Resident file;



- 1.4. Discuss the discrepancy with the Resident; and
- 1.5. Require Residents to provide any documentation necessary to mitigate the discrepancy. Staff will take appropriate action in accordance with this policy.

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## 21 REPAYMENT AGREEMENTS

1. When a Resident is unable to pay the balance by the due date due to extenuating circumstances, the Resident may request that the Housing Department allow them to enter into a Repayment Agreement.
2. The Housing Department has the sole discretion of whether to accept such an agreement. At no time will more than one (1) payment agreement be executed per calendar year.
3. All Repayment Agreements must assure that the full payment is made and monthly payments when combined with rent will not exceed 40% of adjusted income.
  - 3.1. If there is a balance due as a result of unreported income by any member of the household:
    - 3.1.1. It must be determined whether the resident qualifies for EID prior to charging the resident rental account.
    - 3.1.2. Repayment agreements will not be executed for amounts exceeding \$3,000.
4. All Repayment Agreements must contain supervisory approval before execution, be in writing and signed by both parties.
5. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.
6. If a Resident's income decreases \$200 or more per month, the repayment agreement may be renegotiated.
7. Any agreement that extends beyond the twelve (12) month period must have the approval of the Deputy Director.



## 22 UNIT TRANSFERS

In accordance with the Department's site-based waiting list strategy, beginning on July 1, 2011, transfers can only be made within a site. Persons on a transfer waiting list prior to July 1, 2011, and that would have been granted a transfer by management to another site will receive an administrative waiver to move to another public housing site based upon unit availability and management discretion.

### 22.1 CATEGORIES OF TRANSFERS

1. Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve an unsafe or uninhabitable condition of the unit or the building in which it is located or the Resident or a member of the Resident's household claim protected status under the Violence Against Women Act, as described in ACOP Section 24.
2. Category 2: Demolition, Disposition, Revitalization or Rehabilitation: These transfers permit the Housing Department to demolish, sell or do major revitalization or rehabilitation work at a building or site.
3. Category 3: Deconcentration: These transfers are made to provide an incentive to families to assist in meeting the Housing Department's deconcentration goal.
4. Category 4: Reasonable Accommodation: These transfers are necessary in order to permit a family that needs accessible features to move to a unit with such a feature or to accommodate as recommended by a physician. This will include Residents who are required by the Housing Department to transfer out of unit with accessible features that are not necessary for the family.
5. Category 5: Occupancy Standards: These transfers are necessary to meet Housing Department occupancy goals, and to correct occupancy standards where the unit size is inappropriate for the size and composition of the family.
6. Category 6: Scattered Sites Program: These transfers are necessary to ensure that families in the Scattered Sites Program continue to meet the eligibility requirement for the Section 32 homeownership program – evidence of steady verifiable income, within the minimum and maximum income limits established by HUD on an annual basis.
  - 6.1. Those families who do not meet this requirement for twelve (12) months during their term of tenancy may be required to transfer to a different public or assisted housing program.
7. Category 7: Resident Choice: These transfers are based on a Resident's request to live in another unit and are based only on the Resident's preference, not any identifiable need.

### 22.2 TRANSFER REQUESTS

1. A Resident may request a transfer at any time by completing a transfer request form. Residents will be considered for transfers only if the family:
  - 1.1. Has not engaged in criminal activity in accordance with this policy;
  - 1.2. Does not owe back rent or other charges;
  - 1.3. Does not demonstrate a pattern of late rental payments;
  - 1.4. Has not had any lease violations;
  - 1.5. Has demonstrated the ability to care for the unit as evidenced by historical unit inspection reports; and
  - 1.6. Is fully compliant with the Dwelling or Model Lease, including the Community Service requirement.
2. When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Department. This means the family must be in compliance with their lease, current in all payments to the Housing Department, and must pass a housekeeping inspection.
3. In considering the request, the Housing Department may request a meeting with the Resident to better understand the need for transfer and to explore possible alternatives. The Housing Department will review the request in a timely manner and if a meeting is desired, it shall contact the Resident within ten (10) business days of receipt of the request to schedule a meeting.



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

## 22.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer. The verification must be within one hundred and twenty (120) days of the anticipated move.

## 22.4 PROCESSING TRANSFERS

1. Transfer lists are maintained by the management staff at each site. Transfers on the site's transfer waiting list will be sorted by the above categories in ACOP Section 22.1 and within each category by date and time.
2. Transfers in categories 1 through 6 in ACOP Section 22.1 may be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 7 will be housed only with Housing Supervisor approval.
3. If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.
4. Upon offer and acceptance of a unit, the family will execute all lease documents within two (2) days of being informed the unit is ready to rent. The first month's rent on the new unit will begin on the date the family takes possession of the unit. The rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

## 22.5 REJECTION OF A TRANSFER OFFER

1. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
2. If the transfer is being made at the request of the Housing Department and the family rejects two offers without good cause, the Housing Department will take action to terminate their tenancy. Residents of Sunnyslope Manor and Fillmore Gardens will be required to pay the contract rent.
3. If the reason for the transfer is that the current unit is too small to meet the Housing Department's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
4. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

## 22.6 COST OF THE FAMILY'S MOVE

1. Generally, the cost of the move for the Categories 1-3 (refer to ACOP Section 22.1 above) will be paid by the property/project from which the resident is moving.
  - 1.1. The reasonable cost of transfers includes both (a) the cost of packing, moving and unloading, and (b) the cost of disconnecting and reconnecting any existing Resident-paid services, such as telephone and cable television, except for VAWA related transfers, where the resident will be required to pay the associated costs, as detailed in the 2017 VAWA final rule.
2. The cost of the move for transfers in Category 4 will be reviewed on a case-by-case basis.
3. The cost of the move for transfers in Categories 5- 7, (refer to ACOP Section 22.1 above), will be the responsibility of the Resident, including when the Housing Department initiates the transfer, typically during interim or annual recertification processing. In addition, the Resident may be required to pay the cost of preparing their current unit for re-occupancy. The make-ready work must be done by a contractor approved by the Housing Department.
4. Transfer security deposits



- 4.1. The Housing Department will establish the security deposit for the new unit based upon the current security deposit policy and the family will be required to pay the new deposit amount in effect at that time.
- 4.2. The Housing Department will conduct the required move-out inspection of the old unit to determine what charges, if any; will be deducted from the existing security deposit.
- 4.3. If there are no such deductions the security deposit will be transferred to the new unit.
- 4.4. If there are any charges, these charges will be deducted from the security deposit and any remaining balance will be credited to the Resident's account.
- 4.5. If the new security deposit is greater than the amount of any transferred security deposit, the Resident must pay the balance owed to the Housing Department.
- 4.6. For Sunnyslope Manor and Fillmore Gardens, the security deposit for the old unit will be refunded and the security deposit for the new unit must be paid.

## **22.7 RIGHT OF THE HOUSING DEPARTMENT IN TRANSFER POLICY**

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

The Housing Department reserves the right to delay a request for transfer if property occupancy is below 98%.

## **22.8 ADMINISTRATIVE TRANSFER WAIVERS**

1. Administrative transfer waivers will only be granted for extraordinary circumstances.
2. Administrative waivers approved by the Housing Director will be required for a transfer to any unit that is located at a different site or in a different housing program.
3. Administrative waivers will be required for Scattered Sites or public housing Residents who wish to participate in Homeownership Programs.
4. Under no circumstances can a waiver be granted to allow a Resident family to move into Sunnyslope Manor or Fillmore Gardens.



## 23 PET POLICY

### 23.1 PURPOSE

The Housing Department has adopted a Pet Policy for Residents of housing programs. It is Housing Department policy that all Residents be allowed quiet enjoyment of the premises. No pet will be allowed or permitted to remain that constitutes a nuisance or threat to Housing Department staff or Residents or detracts from any neighbor's quiet enjoyment of his/her home. Violation of any of the rules for pets and addendum to lease will be considered a breach of the lease and may be cause for removal of the pet and/or eviction.

### 23.2 EXCLUSIONS

1. This policy does not apply to service animals that are used to assist, support or provide service to persons with disabilities.
2. Service animals are defined by the Americans with Disabilities Act (ADA) as any guide dog, signal dog, or other animal that provides assistance to an individual with a disability.
3. Pursuant to the Fair Housing Act, assistance and companion animals are allowed in all housing facilities with no restrictions other than those imposed on all Residents to maintain their units and associated facilities in a decent, safe, and sanitary manner, to refrain from disturbing their neighbors, and to refrain from constituting a safety threat.

### 23.3 APPROVAL

1. Residents must have prior approval of the Housing Department before moving a pet into their unit.
2. Residents must request approval by executing the appropriate Pet Lease Addendum and providing all required information and documentation.
3. As a requirement to pet ownership, the Resident must be able to demonstrate the ability to care for the pet. A history of late rent payments, failure to pass household inspections, or other lease violations may prohibit the Resident from maintaining a pet in the unit.

### 23.4 TYPES AND NUMBER OF PETS

1. The Housing Department will allow only one domesticated dog or cat per household.
2. All dogs or cats must be neutered or spayed. A veterinary certificate must be provided to the Housing Department.
3. Any aggressive animal, including attack or trained fighting dogs, deemed to be potentially harmful to the health or safety of others, will not be allowed. This includes but is not limited to: Staffordshire Terriers, Pit Bulls, Rottweilers, Dobermans, mixed breeds thereof, or any dog that is considered dangerous or vicious.

### 23.5 INOCULATIONS/LICENSE

1. Prior to approval of a pet, the Resident will be required to show proof that his/her pet has been properly vaccinated, is spayed or neutered, and that all local licensing requirements have been met, where applicable.
2. No Pet Addendum will be executed, and the pet shall not be allowed on the premises if it has not been properly vaccinated and licensed.
3. On an annual basis, Resident must bring the current license and proof of vaccination of the pet to the Housing Department. Failure to do so will result in removal of the pet from the household.

### 23.6 PET DEPOSIT

1. A pet deposit of one hundred dollars (\$100.00) or one month's rent (before any utility allowance), whichever is less, shall be required for all dogs, cats and pigs.



2. The pet deposit is to cover potential damage by the pet and will be returned, less the cost of any damages incurred as a direct result of the pet.
3. Damages will be assessed by the Housing Department at the time the Resident vacates or the time the Resident disposes of the pet.
4. The pet deposit will not bear interest.
5. A minimum of \$25.00 of the pet deposit must be collected as the initial payment toward the full deposit.
6. The remaining balance must be paid in a maximum of three successive monthly payments of \$25.00.
7. For Sunnyslope Manor and Fillmore Gardens Residents, the initial deposit cannot exceed fifty dollars (\$50.00) and the remaining balance can be paid in increments not to exceed \$10.00 per month.

### **23.7 FINANCIAL OBLIGATION OF RESIDENTS**

1. Any Resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet.
2. Any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner. The Housing Department reserves the right to exterminate insect infestations in the dwelling unit and the treatment will be charged to the Resident.
3. All pet waste must be cleaned up and disposed of properly. Residents who fail to pick up and dispose of pet waste will be charged a yard ticket fee in accordance with the published Schedule of Charges.

### **23.8 PET CARE/PET IDENTIFICATION**

1. The Resident will be solely responsible for the maintenance of the pet in a healthy environment and will ensure that the pet receives proper care and humane treatment.
2. Pets are not to be left unattended for periods of time exceeding 24 hours or longer.
3. Pets requiring licensing shall wear a collar displaying identification.
4. Failure to comply will result in removal of the pet.

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

1. The pet must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.
2. Repeated substantiated complaints by neighbors or Housing Department personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the removal of the pet and/or the issuance of a Notice of Lease Termination and/or eviction.
3. A single incident of a pet threatening the health or safety of anyone may result in removal of the pet or a notice of lease violation and/or termination of the lease.

### **23.10 DESIGNATION OF PET AREA**

1. Pets must be kept in the owner's unit or on a leash at all times when outside.
2. No outdoor cages/dog houses may be constructed in conventional public housing or senior housing.
3. Pets will not be tethered outside of units in conventional public housing or senior housing.
4. When outdoors, pets will be on a leash no longer than five (5) feet in length, or carried in a closed, ventilated container used for the purposes of transporting live animals.
5. The Resident shall insure that the pet does not wander into neighboring yards or common areas.
6. Pets will be allowed only in designated areas on the grounds of the public housing developments.
7. Pet owners must clean up after their pets and are responsible for disposing of pet waste and debris.
8. Pet owners that fail to clean up pet waste/debris will be charged in accordance with the Lease, Rules and Regulations, Pet Addendum and/or Schedule of Charges.
9. Continuous violations of the rules may lead to the termination of the lease.



### **23.11 VISITING PETS**

Pets belonging to visitors and family members not on the lease will not be allowed on the premises without prior written approval of the Housing Department.

### **23.12 REMOVAL OF PETS**

The Housing Department, or an appropriate community authority, shall require the removal of any pet from a housing site if the pet's conduct or condition is determined to be a nuisance, or if the pet becomes vicious, displays symptoms of severe illness or demonstrates behavior that constitutes a threat to the health or safety of other occupants of the site, other persons in the community where the housing site is located, or City staff and contractors.

### **23.13 DESIGNATED RESPONSIBLE PARTY FOR EMERGENCY**

Resident shall provide the name, address and phone of someone who would keep the animal in the event of owner's illness or death. In the event that the party cannot be reached, the Housing Department will contact Maricopa County Animal Control and/or the Arizona Humane Society to remove the pet.



## 24 VIOLENCE AGAINST WOMEN ACT (VAWA)

1. The Violence Against Women Reauthorization Act of 2013 (Public Law 113-4, 127, Stat. 54), Title VI, entitled "Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking," added some rights to Residents living in properties that are part of Assisted Housing Programs (42 U.S.C. 14043e *et seq.*).
2. The protections of VAWA apply to both male and female Residents of Assisted Housing Programs, and affiliated individuals of the Resident who are victims or threatened victims of domestic violence including economic and technological abuse, dating violence, sexual assault and stalking regardless of sex, gender identity, sexual orientation or age.
3. It is important that Residents notify the management office if they are a victim or threatened victim of domestic violence including economic and technological abuse, dating violence, sexual assault or stalking, or if a Resident believes he or she is entitled to claim protected status under VAWA.
4. Staff is able to provide Resident referrals to appropriate agencies.
5. Families in crisis are referred to the police.

### 24.1 VAWA PROTECTIONS AGAINST TERMINATION OF TENANCY/EViction

The Housing Department will provide the Notification of Occupancy Rights Under the Violence Against Women Act and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking to each applicant and resident household including:

1. At the time the applicant is denied assistance or admission;
2. At the time of admission;
3. With any notification of eviction or termination of assistance.

The Housing Department will not determine ineligibility or terminate tenancy, assistance or occupancy rights based on criminal activity directly relating to domestic violence including economic and technological abuse, dating violence, sexual assault, or stalking that is engaged in by a member of a Resident's household or any guest or other person under the Resident's control if the Resident or an *affiliated individual* of the Resident is the victim or threatened victim of the domestic violence including economic and technological abuse, dating violence, sexual assault, or stalking.

1. If a member of the Resident's household, or a guest or other person under the Resident's control engaged in such domestic violence including economic and technological abuse, dating violence, sexual assault or stalking against the Resident, such acts shall not be considered as:
  - 1.1. A serious or repeated violation of the lease by the Resident;
  - 1.2. Good cause for terminating the Resident's tenancy or occupancy rights;
  - 1.3. Criminal activity for terminating the Resident's tenancy or occupancy rights.
2. However, the Housing Department may take the following actions:
  - 2.1. Bifurcate a lease to evict a household member who is the perpetrator of such violence without penalizing the Resident victim.
  - 2.2. Honor court orders addressing rights of access or control of the property.
  - 2.3. Evict the Resident for any violation of a lease not related to the domestic violence including economic and technological abuse, dating violence, sexual assault or stalking, provided the victim is not subject to a more demanding standard than non-victims in the Housing Department's determination of whether to evict the Resident.
  - 2.4. Evict the Resident victim if the Housing Department can demonstrate an actual and imminent threat to other Residents (including neighbors if the victim is living in one of the Housing Department's Scattered Sites properties) if there are no other actions that could be taken to reduce or eliminate the threat, or individuals employed at or providing service to the property if the victim is not evicted.



## 24.2 VAWA EMERGENCY TRANSFER PLAN

A Resident who is a victim of domestic violence including economic and technological abuse, dating violence, sexual assault or stalking is eligible for an emergency transfer if:

1. The Resident expressly requests the transfer;
2. The Resident reasonably believes that there is a threat of imminent harm from further violence if the Resident remains in the current unit;
3. In the case of sexual assault, the assault occurred on in the unit during the ninety (90) calendar day period preceding the request of the transfer.
4. Residents who are not in good standing may still request an emergency transfer if they meet the eligibility requirements of this section.

The Housing department cannot guarantee that a transfer request will be approved or how long it will take to process but will act as quickly as possible to move a Resident who is a victim, depending upon unit availability and safety.

If a Resident reasonably believes a proposed transfer would not be safe, the Resident may request a transfer to a different unit. If a unit is available, the Resident will agree to abide by the terms and conditions by executing a lease for the new unit.

The department may be unable to transfer a resident to a particular unit if the Resident has not or cannot establish eligibility for that unit or if the unit is not appropriately sized. If no appropriately sized unit is available, victim(s) will be temporarily relocated to any available unit until such time as the appropriately sized unit becomes available.

If the Housing Department has no safe and available units, the department will assist the Resident victim in identifying other housing providers who may have safe and available units or assist the Resident victim in contact local organizations offering assistance to victims of domestic violence including economic and technological abuse, dating violence, sexual assault or stalking.

## 24.3 CERTIFICATION AND FAILURE TO PROVIDE REQUESTED CERTIFICATION

1. The Housing Department may request that the Resident or affiliated individual certify that he or she is a victim of domestic violence including economic and technological abuse, dating violence, sexual assault or stalking and that the incidents of violence are bona fide incidents. The certification must include the perpetrator's name provided the perpetrator's name is known and it is safe to release the name of the perpetrator.
2. Residents are required to provide the Housing Department with the requested certification within fourteen (14) business days after receiving a written certification request. The Housing Department may extend the fourteen (14) business day response time with good cause.
3. If the Resident does not provide the Housing Department with the requested certification within the fourteen (14) business day period:
  - 3.1. The Resident will not be entitled to claim victim status under VAWA, and
  - 3.2. The Housing Department may terminate tenancy and commence eviction proceedings.
4. The Housing Department may at its discretion extend the time period for certification.
5. If the Housing Department receives documentation that contains conflicting information from members of the household, such as two or more members are claiming to be a victim and naming one or more of the members the perpetrator, the department will require the applicant or Resident to submit third-party documentation within thirty (30) calendar days of the request.



#### 24.4 CONFIDENTIALITY

All information provided to the Housing Department for the certification, including the Resident's status as a victim, is confidential. The exceptions to confidentiality are:

1. The Resident authorizes the Housing Department to release and/or use the information.
2. The information is required for use in eviction proceedings.
3. The information is otherwise required by law.

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## 25 SMOKE FREE POLICY

The City of Phoenix Housing Department has become increasingly aware of the ill effects caused by secondhand smoke. These ill effects include but are not limited to (1) health concerns raised by other Residents who experience secondhand smoke filtering into adjoining apartments, with resulting increased potential for lung related illnesses and disorders; (2) additional costs for maintenance such as cleaning, painting, curtain and carpet replacement and grounds keeping; (3) safety concerns resulting from smokers disconnecting the smoke alarms in their units.

In response to these concerns and in order to provide a safe living environment for all Residents, the Housing Department has adopted the following Policy:

1. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or vapor producing cigar, cigarette, e-cigarette, pipe or other tobacco product or similar ash or vapor producing, including waterpipes (hookahs) or lighted product in any manner or in any form.
2. The premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident, members of Resident's household, and guests shall not smoke anywhere in the unit leased by Resident, or in the building where Resident's unit is located, or in certain common areas utilized by Residents and staff.
3. Residents are responsible for notifying their guests and invitees that the Housing Department has designed the property as a smoke-free property and that smoking is prohibited except as set forth below. Residents are responsible for ensuring that their guests and any and all visitors under their control fully comply with this policy.
4. Non-Smoking areas within the property include the following areas:
  - 4.1. All residential units, including balconies and patios.
  - 4.2. All playgrounds and common area bench or recreation areas, whether or not children are present.
  - 4.3. All designated sports areas at the property, including but not limited to basketball courts, shuffleboard courts and other common sports and recreational areas.
  - 4.4. Areas used as common areas by all residents including the community center, any workout rooms, computer rooms, conference rooms, laundry rooms, mail room, offices and other similar facilities and any connecting hallways between any of these spaces or any dwelling unit.
  - 4.5. All bus stop waiting areas, community benches, and garden areas within the property.
  - 4.6. Within 25 feet of any entrance, building or structure.
5. Smoking areas within the property include the following areas:
  - 5.1. Designated smoking areas located on the property.
6. Resident should promptly provide the Housing Department with a written statement of any incident where tobacco smoke is migrating into Resident's unit from sources outside Resident's unit.
7. The Housing Department will post No Smoking signs at entrances and exits, common areas, hallways and in conspicuous places.
8. The Housing Department will take reasonable steps to enforce this Smoke Free Policy and to make the property smoke-free. The Housing Department is not required to take steps in response to smoking unless the Housing Department knows of a violation of this Smoke Free Policy or has been provided with written notice of any violation of this Policy.
9. A material breach of this Policy shall be a material breach of the Rules and Regulations and grounds for immediate termination of tenancy; however, residents may receive up to two (2) violation notices, if the violations are not a threat to health and safety. Any third violation will be contained in the written notice to terminate tenancy.
10. Resident acknowledges that the Housing Department's adoption of a Smoke Free living environment and its efforts to designate the property as Smoke Free do not make the Housing Department guarantor of



Resident's health or of the smoke-free condition of Resident unit or the common areas. Resident acknowledges that the Housing Department's adoption of a smoke-free living environment and its efforts to designate the property as smoke-free do not in any way change the standard of care that the Housing Department has to Resident's household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Department specifically disclaims any implied or express warranties that the building, common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. The Housing Department cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

11. Resident acknowledges that the Housing Department's ability to police, monitor, or enforce the agreements of this Policy is dependent in significant part on voluntary compliance by Resident and Resident's guests and invitees. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Department does not assume any higher duty of care to enforce this Policy than any other obligation imposed on them under the Lease or Rules and Regulations.
12. To assist all residents with the non-smoking policy transition and to accommodate resident interest in smoking cessation, the Housing Department is committed to providing cessation education and outreach. Cessation education and outreach will be provided to all residents through Housing Supportive Services (HSS). Outreach and education will be available on a continuous basis to residents through Housing site staff.



## 26 TERMINATION OF ASSISTANCE (SUNNYSLOPE MANOR & FILLMORE GARDENS ONLY)

### 26.1 PURPOSE

This ACOP Section 26 applies only to Sunnyslope Manor and Fillmore Gardens.

1. When terminating assistance, the Housing Department increases the Resident's rent to the HUD approved contract rent. Terminating assistance does not automatically terminate tenancy.
2. It is the intent of the Housing Department to terminate assistance based only on a change in the Resident's eligibility for assistance or the Resident's failure to fulfill specific responsibilities under program requirements. The Housing Department will not take action to terminate assistance based on other factors.

### 26.2 GROUNDS FOR TERMINATION OF ASSISTANCE

Terminations of assistance by the Housing Department must be carried out in accordance with HUD regulations. The Housing Department may terminate only for:

1. Resident failure to provide required information at the time of recertification, including changes of family composition, or changes in income or social security numbers for new family members.
2. Resident failure to sign/submit the required consent and verification forms, form HUD-9887 and form HUD-9887A.
3. An annual or interim recertification which determines that the Resident has an increased ability to pay the full contract rent.
4. Resident failure to move to a different sized or type unit within 30 days after the Housing Department notifies him/her that the unit of the required size or type is available. If the Resident remains in the same unit, the Resident must pay the full contract rent.
5. Resident failure to notify HUD or any agent of HUD concerning a discrepancy in the income reported by the Resident and the income HUD, or any agent verified to the Landlord in the timeframe specified in the notice.
6. A Resident has begun receiving assistance, but the Housing Department is unable to establish citizenship or eligible immigration status for any family members from the information provided by the Resident and determines that the Resident does not meet the citizenship requirement.

### 26.3 HOUSING DEPARTMENT NOTICE REQUIREMENTS

In any case where the Housing Department terminates assistance to the family, the Housing Department must give the family written notice which:

1. States the specific date the assistance will terminate;
2. States the reason(s) for terminating assistance;
3. States the amount of rent the Resident will be required to pay;
4. Includes notification that if the Resident fails to pay the increased rent, the Housing Department may terminate tenancy and seek to enforce the termination in court; and
5. The notice will be served to the Resident by sending the letter first class to the unit address and delivering a copy of the notice to any adult answering the door to the unit. If no adult answers the door, the notice will be placed under or through the door or affixed to the door.

### 26.4 REINSTATEMENT OF ASSISTANCE

The Housing Department will reinstate a Resident's terminated assistance if:

1. The original termination of assistance was due to the Resident's failure to recertify or the Resident's increased ability to pay;
2. The original termination of assistance was not due to fraud;



3. The Resident is eligible for assistance if based on the income and rent calculation that the Resident would pay less than the contract or flat rent;
4. The Resident submits the required information; and
5. Assistance is available for the unit.

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## 27 TERMINATION OF TENANCY

### 27.1 STATEMENT OF POLICY

1. It is the intent of the Housing Department to provide housing and housing-related services to Residents consistent with the Housing Department's obligations under the Lease Agreement and its responsibility as a landlord under any applicable provisions of federal/state/local law. In accordance with HUD guidance, residents will be provided with a 30-Day Notice for nonpayment of rent ([PIH NOTICE 2021-29 \(H NOTICE 2021-6\)](#)).
2. It is also the intent of the Housing Department to provide and promote a quality of life in its housing developments in a manner which best meets the housing and community needs of all Residents.
3. The Housing Department will aggressively pursue termination of tenancy for any and all families who fail to live up to their lease obligations.

### 27.2 GROUNDS FOR TERMINATION OF TENANCY

1. Terminations by the Housing Department must be carried out in accordance with HUD regulations, and State and local law. The Housing Department may terminate only for:
  - 1.1. The Resident's material noncompliance with the terms of the lease;
  - 1.2. The Resident's material failure to carry out obligations under any State Landlord and Tenant Act;
  - 1.3. Drug related criminal activity engaged in on or near the premises, by any Resident, household member, or guest and any such activity engaged in on the premises by any other person under the Resident's control;
  - 1.4. The City of Phoenix Housing Department's lease prohibits Residents from engaging in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the project premises. Having a medical marijuana card does not exempt the Resident, any members of the Resident's household, guest or other person under the Resident's control, from either this clause, or federal law. Engaging in the manufacture (including cultivating), sale or distribution of any illegal substance will result in lease termination.
  - 1.5. Determination made by the Housing Department that a household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other Residents;
  - 1.6. Criminal activity by a Resident, any member of the Resident's household, a guest or another person under the Resident's control that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents including property management staff residing on the premises, and the Housing Department's employees or contractors, regardless of whether the Resident, any member of the Resident's household, a guest or another person under the Resident's control has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
  - 1.7. The Resident or any member of the Resident's household is:
    - 1.7.1. A fugitive felon and is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the Resident or household member flee, or in the case of the State of New Jersey is a high misdemeanor; or
    - 1.7.2. Violating a condition of probation or parole imposed under federal or state Law.
  - 1.8. The Resident or a member of the Resident's household is subject to lifetime registration under a state sex offender registration program. This section also applies to Resident guests or other persons under the Resident's control, when the Resident has or receives knowledge of the required registration.
  - 1.9. Determination made by the Housing Department that a household member's abuse or pattern of abuse of alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other Residents.



- 1.10. Other good cause, which includes, but is not limited to, the Resident's refusal to accept the Housing Department's proposed change to the Dwelling Lease. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.
2. The term material noncompliance with the lease includes:
  - 2.1. One or more substantial violations of the lease;
  - 2.2. Repeated minor violations of the lease that:
    - 2.2.1. disrupt the livability of the project;
    - 2.2.2. adversely affect the health or safety of any person or the right of any Resident to enjoy the quiet enjoyment of the leased premises and related project facilities;
    - 2.2.3. interfere with the management of the project or Program; or
    - 2.2.4. have an adverse financial effect on the project or Program;
  - 2.3. Failure of the Resident to timely supply all required information on the income and composition, or eligibility factors, of the Resident household (including, but not limited, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or to knowingly provide incomplete or inaccurate information); and
  - 2.4. Non-payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.
  - 2.5. If a family member is non-compliant with all or a portion of the community service requirement, the Housing Department will notify the family that they must enter into an agreement with the Housing Department to make up the deficient hours over the next twelve (12) month period. If at the next annual re-examination, the family member still is not compliant, the Housing Department will not renew the lease and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.

#### **27.3 TERMINATION FOR FRAUD**

1. If there is a determination that the family's false reporting was due to an unintentional error, the Housing Department will make its determinations retroactive to the date that the correct information was available and note all affected documents accordingly. The family will be notified of any such determinations and advised of their right to an informal settlement meeting and/or a grievance hearing.
2. If there is a determination that the family knowingly provided false information, the Housing Department will make a determination of fraudulent activity by the family and take action(s) necessary to terminate the tenancy of the family.
3. The Housing Department will implement retroactive charges for overpayment of assistance as detailed in ACOP Section 20.

#### **27.4 INVESTIGATING IMPROPER & INACCURATE INFORMATION FOR CERTIFICATION/RECERTIFICATION PURPOSES**

If the Housing Department suspects the Resident and/or any adult household member has inaccurately supplied or deliberately misrepresented information affecting rent and/or eligibility, designated staff will conduct an investigation and document Resident's statements and conflicting information.

1. To investigate questionable information, the Housing Department may:
  - 1.1. Confront the Resident with the Resident's information and any conflicting information;
  - 1.2. Obtain additional information from other persons or agencies, including police generated reports; or
  - 1.3. Take other actions to verify either the Resident's information or the conflicting information.
2. If staff efforts conclude that Resident supplied incorrect information, designated staff of the Housing Department must:
  - 2.1. Document findings in writing;



- 2.2. Notify the Resident in writing of the error, identifying what information is believed to be incorrect;
- 2.3. Provide the Resident with an opportunity, within 10 calendar days, to meet with Housing Department and discuss the allegations;
- 2.4. Inform Resident that failure to do so may result in termination of tenancy.
3. Any meeting held must be conducted by someone who is designated by the Housing Department, but who has not been involved in the investigation in any way.
4. If the Resident responds and convinces the Housing Department that the Resident's submissions were correct, Housing Department staff will document the correction accordingly and close the investigation.
5. If Housing Department determines that there are objective grounds for suspecting fraud by the Resident, the designated staff must evaluate the circumstances and the intentions behind the action(s) in order to determine the most appropriate course of action.

## 27.5 IDENTIFICATION OF FRAUD

1. Resident violations can be programmatic or criminal in nature. A program violation occurs when the Resident by action or inaction breaches a lease, regulation or other program requirement. Resident errors occur because Residents misunderstand or forget rules.
2. Fraud is defined as deceit or trickery deliberately practiced in order to gain some advantage dishonestly. Fraud is intentional deception; it cannot be committed accidentally.
  - 2.1. Staff must be careful when making a determination of "fraud" as fraud has a legal definition and is usually determined as the result of a legal proceeding.
  - 2.2. Fraud can be handled as a civil and/or criminal violation.
    - 2.2.1. Fraud can be handled civilly by using it as grounds for termination of tenancy, as providing false information constitutes material non-compliance with the lease.
    - 2.2.2. Fraud is handled criminally when a local or Federal prosecutor decides to prosecute the Resident for violation of State or Federal law. To convict the Resident, the prosecutor must show the court that the case contains all the elements of criminal fraud.

## 27.6 TAKING ACTION FOR FRAUD

1. If the Housing Department is using fraud for the basis of an action, then the file must contain documents that show the following:
  - 1.1. Resident was made aware of program requirements and prohibitions (this can be evidenced by Resident signatures on all required forms);
  - 1.2. Resident violated the law by intentionally misstating or withholding some material information (strongest proof is an admission by the Resident).
2. Fraudulent intent can be demonstrated by evidence that:
  - 2.1. the act was done repeatedly;
  - 2.2. there was a prior determination of fraudulent intent or conviction;
  - 2.3. false names or Social Security numbers were used;
  - 2.4. Resident falsified, forged or altered documents;
  - 2.5. Resident omitted material facts which were known to the Resident (at time of interview or certification);
  - 2.6. admission to others of the illegal actions or omissions.
3. If intentional misstatement or withholding of information cannot be substantiated through the Housing Department's documentation, the Housing Department will treat the case as an unintentional program violation.
4. When fraud, by legal definition, is present, the authorized course of action for the Housing Department to take is termination of tenancy.



5. When a Resident is evicted for material non-compliance with the lease for submitting false information, incomplete or inaccurate information on household income or family composition required for certification or recertification, the designated Housing Department staff may file a civil action against the Resident to recover improper subsidy payments, and the Housing Department may pursue prosecution as a criminal violation. The Housing Department will also implement retroactive charges for overpayment of assistance as detailed in ACOP Section 20.

## 27.7 CORRECTING ERRORS

1. Program violations that do not meet the elements of "fraud" must be treated as errors.
2. Before any action can be taken, the Housing Department must allow the Resident the opportunity to review the facts pertaining to the case and to respond, consistent with the terms of the grievance procedure.
3. The Resident has the time period prescribed in the grievance procedure in which to respond to the Housing Department's allegations before any action can be taken.
4. Staff is not to terminate tenancy until all applicable provisions of the grievance procedure and the prescribed timeframes have been exhausted.
5. Managers are to correct Resident rent payments, consider execution of repayment agreements with Residents, and if necessary, file a civil action.
6. Terminations for an error can only be undertaken if the Resident refuses to make the new monthly rent payments or the Resident refuses to repay any overpaid subsidy.

## 27.8 HOUSING DEPARTMENT NOTICE REQUIREMENTS

1. In any case of where the Housing Department decides to terminate the tenancy of the family, the Housing Department must give the family written notice which states:
  - 1.1. The reason(s) for the proposed termination, with enough detail to enable the Resident to prepare a defense;
  - 1.2. The effective date of the proposed termination. The computation of time shall be calendar days unless otherwise stated;
  - 1.3. Any Resident remaining in the unit on the termination date specified in the notice may result in the Housing Department seeking to enforce the termination in court, at which time the Resident may present a defense;
  - 1.4. The family's right, if they disagree, to request an Informal Hearing to be held before termination of tenancy; and
  - 1.5. The date by which a request for an informal hearing must be received by the Housing Department.
2. The notice will be served to the Resident by sending the letter first class to the unit address and delivering a copy of the notice to any adult answering the door to the unit. If no adult answers the door, the notice will be placed under or through the door or affixed to the door.

Where the Housing Department undertakes termination of tenancy for non-payment of rent, a 30-day Notice of Lease Termination will be issued in accordance with HUD guidance (PIH NOTICE 2021-29), subject to subsequent guidance reverting to a 14-Day Notice.
3. Where the Housing Department undertakes termination of tenancy for material non-compliance with the lease, excluding termination for criminal activity or drug- related criminal activity, a thirty (30)-day notice of intent to terminate will be issued.
4. Where the Housing Department undertakes termination of tenancy for criminal activity or drug-related criminal activity, the agency will issue a notice consistent with applicable provisions of State or local law and will move as expeditiously as the law allows.
5. Where the Housing Department undertakes a termination of tenancy for action which is considered to pose a threat to the health or safety of other Residents or employees, the agency will issue a notice of termination with a timeframe that allows for the expeditious termination dependent upon the seriousness of the situation and consistent with applicable provisions of State/local law.



7. Where the Housing Department has given notice of the intent to terminate tenancy for criminal activity or drug-related criminal activity and the Housing Department prevails in any judicial proceeding conducted for this purpose, the Housing Department will notify the post office with jurisdiction over the subject dwelling unit to discontinue the delivery of mail to the Resident named in the eviction proceedings.
8. In any instance where the Housing Department is aware that the head of a Resident family is visually impaired the Housing Department will tender all such notices in a visually acceptable format. This might include the development of the notice in Braille or in large type face of eighteen (18) points or greater.

#### **27.9 EVICTION BY COURT ACTION**

1. The Housing Department will proceed with the judicial action necessary to carry out an eviction:
  - 1.1. After the termination date provided in the lease termination notice, if the family has failed to submit a request for a grievance hearing, if applicable, within the period of time provided; or
  - 1.2. After the conduct of the grievance hearing and the decision of the hearing officer(s) is rendered in favor of the Housing Department; however, if the decision is rendered in favor of the Resident the Housing Department shall not proceed with any judicial action related to the favorable determination.
2. If the notice of proposed termination was issued for multiple reasons, and the Resident prevails in the hearing on less than all of the charges for the proposed termination, the Housing Department reserves the right to proceed with eviction action for the charges not grieved or for the charges on which the Housing Department prevailed in the grievance hearing.
3. In the event the hearing officer(s) rule in favor of the Resident on all charges described in the notice of proposed termination, the Housing Department will not take any subsequent legal action until and unless a second and separate notice based on other grounds of proposed termination has been issued.

#### **27.10 FAMILY'S RIGHT TO GIVE NOTICE**

1. The family has the right to tender notice of their intent to vacate the premises. Such notice shall be in writing and must be delivered at least thirty (30) days prior to the intended date of vacancy. The family's notice must be delivered to the applicable site office.
2. Staff who accepts a hand-delivered notice shall enter the time and date of receipt on the face of the notice itself and request the Resident to initial same. Staff who is in receipt of a Resident notice which has been delivered by first class mail will staple the envelope to the notice and place the notice in the Resident's file. Management is to be notified within twenty-four (24) hours of all such notices received.
3. If there is evidence that the postal service attempted delivery to the Housing Department at an address that was not correct and subsequently noted the mail for re-delivery, the staff shall use the post mark on the envelope as the date the notice was tendered by the Resident. Where this appears to be the case and there is a discrepancy between the date the notice was tendered and the delivery date, the family will be notified in writing of the date the notice was delivered.
4. Should the family vacate without giving the required thirty (30) day written notice, or should the family vacate after giving the thirty (30) day notice but prior to the expiration of the thirty (30) day written notice, the Housing Department may deduct from the Resident's security deposit any portion of the Resident rent which remains unpaid for the specified thirty (30) day period or the date the unit is re-rented, whichever occurs first. In all cases, a family who has vacated will be provided with a detailed list of charges to be deducted from the security deposit.
5. If the family who will vacate provides sufficient evidence that they cannot tender the required written notice (e.g., language barrier, illiteracy, etc.) the Housing Department will permit the management staff to provide the Resident with a standard Housing Department Notice of Intent to Vacate but all such notices must be authenticated with the Resident's signature or "mark". In these instances, the management staff should try to obtain the signature of a "witness" as well.



## 27.11 RETURN OF SECURITY DEPOSIT

1. After a family moves out, the Housing Department will return the security deposit within fourteen (14) business days or give the family a written statement of why all or part of the security deposit is being kept.
2. The rental unit must be restored to the same condition as when the family moved in, except for normal wear and tear (please see ACOP Section 17 for more information). Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.
3. The Housing Department will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within fourteen (14) business days.

## 27.12 ABANDONMENT

1. The Housing Department will consider a unit to be abandoned when either one of the two conditions below is met:
  - 1.1. The absence of the Resident for at least seven days without notice to the Housing Department, and the rent is outstanding and unpaid for ten (10) calendar days, and there is no reasonable evidence other than the Resident's personal property that the Resident is occupying the unit.
  - 1.2. The absence of the Resident for at least five (5) calendar days, and the rent is outstanding and unpaid for five (5) days, and none of the Resident's personal property is in the dwelling unit.
2. When a unit is abandoned, the Housing Department shall send the Resident a notice of abandonment via certified mail, return receipt requested, to the Resident's last known address and any alternate addresses known to the Housing Department. The Housing Department shall post a notice of abandonment on the door to the unit or any other conspicuous place on the property for five (5) calendar days after which the Housing Department will retake the unit.
3. After the Housing Department retakes the unit, the Housing Department will
  - 3.1. Provide a complete and accurate inventory of abandoned items, including pictures;
  - 3.2. Dispose of all trash, debris and perishable items; and
  - 3.3. Remove any abandoned property and store it in a reasonably secure place. A notice will be sent via certified mail, return receipt requested, to the Resident's last known address and any alternate addresses known to the Housing Department, stating where the property is being stored and when it will be disposed of. The Housing Department will hold the Resident's personal property for not less than ten (10) days after the declaration of abandonment.
4. If the Resident intends to remove the personal property, the Resident must notify the Housing Department in writing on or before the date of the disposition of the property. The Resident has five (5) calendar days after this notification to reclaim the property. To reclaim the property, the Resident must pay the Housing Department the cost of removal and storage of the personal property for the period the property remained in the Housing Department's safekeeping.
5. After the Housing Department retakes the unit, money held by the Housing Department as a security deposit is forfeited and shall be applied to any accrued rent or other costs incurred as a result of the abandonment.



## 28 FAMILY'S RIGHT TO A GRIEVANCE HEARING

1. A Resident (defined by HUD as any adult member who has executed a lease) is entitled to both an informal meeting and a grievance hearing when there is an adverse action to be taken by the Housing Department, as defined in the regulations at [\(24 CFR 966.4\)](#).
2. A Resident has a broad right to grieve a Housing Department action or non-action which may adversely affect the individual interest of the tenant [\(24 CFR 966.53\)](#). Whether or not a type of proposed adverse action is explicitly listed in the rule, the Resident has the right to grieve on any such subject, except for a termination of tenancy that has been excluded from the grievance process.
3. Any and all notices of a proposed adverse action issued by the Housing Department shall inform the family of:
  - 3.1. The reason for the proposed adverse action with enough specificity to allow them to prepare a defense;
  - 3.2. The timeframe and procedures for requesting a grievance hearing; if applicable;
  - 3.3. The date of the proposed adverse action;
  - 3.4. Resident's right to make a reply as they may so desire; and
  - 3.5. Resident's right to examine any documents of the Housing Department which are directly relevant to the proposed adverse action.
4. If there is a determination by the Housing Department that the family is not entitled to a grievance hearing, as may be the case for a termination of tenancy for criminal activity or drug-related criminal activity, the notice shall indicate:
  - 4.1. The grievance hearing is not applicable to this termination action; and
  - 4.2. The specific judicial action to be used.

### 28.1 PERSONS EXCLUDED FROM THE GRIEVANCE PROCEDURE

1. A minor child shall not have the right to grieve nor the automatic right of leasehold succession. Neither shall a non-Resident relative nor a guardian acting on behalf of the minor child(ren) have the right to grieve nor an automatic right of leasehold succession. Rather, the grievance shall be restricted to a remaining family member with legal capacity to assume the tenancy.
2. A live-in aide is not entitled to a grievance hearing as they are neither a family member nor a party to the lease.
3. Residents who execute a Nonrevocable Notice of Intent to Vacate in lieu of lease termination will be included in the informal meeting process but excluded from the formal hearing process
4. It is the decision of the Housing Department to exclude from the grievance procedure Residents involved in:
  - 4.1. Criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents, employees of the Housing Department or persons residing in the immediate vicinity of the premises threatened; or
  - 4.2. Any violent or drug-related criminal activity on or off such premises.

### 28.2 REQUIREMENT TO ESTABLISH AN ESCROW ACCOUNT

This ACOP Section 28.2 does not apply to Residents of Sunnyslope Manor and Fillmore Gardens.

1. If the Resident elects to grieve a proposed termination for non-payment of rent or other charges the Resident must comply with the following:
  - 1.1. At least three (3) business days prior to the formal hearing the Resident must deposit with the Housing Department, an amount equal to the amount of Resident rent due the first of the month preceding the month in which the Resident requested the grievance hearing. The Resident must deposit the same amount each month until the grievance process has concluded.
  - 1.2. The manager of the escrow account(s) shall be identified to the Resident in the notice that Housing Department sends to the family establishing the date/time and location of the hearing.



- 1.3. The Escrow Account Manager (EAM) shall be required to issue a receipt to the family for all such payments made each time a payment is made. Each receipt shall identify the date and amount of the most recent payment plus the aggregate amount accumulated in the escrow account.
- 1.4. Resident must provide a copy of any/all such receipts at the initial grievance hearing or any subsequent hearings which are directly or indirectly related to the dispute of payments owed the Housing Department.
2. Failure of the family to make the required payments will terminate the grievance process; however, this does not preclude a Resident from seeking judicial relief if they continue to dispute the amounts the Housing Department contends are owed under the lease.
3. The Housing Department reserves the right to waive these escrow requirements, in whole or in part, dependent upon any extenuating circumstances of an individual Resident family. However, any such waivers do not preclude the Housing Department from exercising its right to seek judicial relief for amounts the Housing Department contends are owed under the lease. The Housing Department reserves the right to apply any payments received and any balance of the rental account into escrow.

### **28.3 HEARING OFFICER**

1. The Housing Department solicits Requests for Proposals for qualified neutral third-party hearing officers through the Procurement Division of the City of Phoenix Finance Department, in accordance with City of Phoenix procurement requirements.
2. For formal hearings on lease termination actions, the Hearing Officer will consist of three (3) members, represented by one (1) resident, one (1) Housing Department staff member and one (1) neutral third-party hearing officer. The Housing Department will appoint a resident and a Housing Department staff member that are impartial and have had no part in any action related to the subject of the hearing.
3. For all other formal hearings, the Hearing Officer will be a neutral third-party hearing officer.

### **28.4 PROCEDURES GOVERNING THE GRIEVANCE HEARING**

1. Each family will be provided with a copy of the Housing Department's HUD approved grievance procedure at the time of lease execution and upon request whenever the family indicates they want a grievance hearing as a result of a proposed adverse action to be taken by the Housing Department.
2. At the informal stage, families are asked to present their grievances to Housing Department management to provide an opportunity for the grievance to be cured without a hearing if possible.
  - 2.1. A meeting will be arranged at a mutually agreeable time within ten (10) calendar days. If elected or needed, A virtual on-line meeting with video, audio, and screen sharing, or conference call will be arranged at a mutually agreeable time. The Resident will present the grievance and a Housing Department staff person not responsible for the area will attempt to settle the grievance. The informal meeting may be recorded. Recordings will be retained in accordance with the retention schedule of the program. Within ten (10) calendar days, the Housing Department will provide the Resident with a written summary of the informal meeting.
  - 2.2. The summary will include the names of the participants, the date(s) of the meeting, the nature of and the reasons for the proposed disposition and the procedures for obtaining a formal hearing if the complainant is not satisfied. A copy of the summary will be placed in the Resident's file.
3. If the family is dissatisfied with the proposed disposition of the complaint, the family may make a written request for a formal grievance hearing within ten (10) calendar days after receipt of the summary of the informal meeting.
4. An adult Resident has the right to a fair hearing which includes:
  - 4.1. The opportunity to examine any Housing Department documents which are directly relevant to the hearing prior to the hearing. This includes the right to review and copy, at the Resident's expense, Housing Department policy, HUD regulations, and contents of the Resident file upon which the Housing Department will rely in its presentation of the case, including police generated reports.



- 4.2. The right of the Resident to be to be represented by legal counsel or other person of his/her choice and to have such representative present oral arguments on his/her behalf.
- 4.3. The right of the Resident to a private hearing on the dispute unless the family requests, in writing, to have a public hearing.
- 4.4. The right of the Resident to controvert evidence relied on by the management and to confront and cross-examine witnesses upon whose testimony or information the Housing Department management or site staff relies.
- 4.5. The right to a decision based solely upon the facts presented at the hearing.
5. The Hearing Officer will consider a request for a postponement of the hearing if:
  - 5.1. Such request is made in writing, by the Resident, and received at least five (5) business days prior to the scheduled date of the hearing; and
  - 5.2. Such request includes a reason that substantiates that moving forward with the scheduled hearing would place an undue hardship on the Resident (e.g., inability to take off from work at the scheduled time without losing pay or jeopardizing employment, inability to be represented by legal counsel of the tenant's choice at the scheduled time, etc.).
6. When such a request is received, the Hearing Officer will determine if the request is to be approved or disapproved within three (3) business days of receiving the request. The Resident will be issued a written notice of approval or disapproval of the request to postpone.
  - 6.1. If the request is disapproved the family will be expected to participate; failure to do so could result in the Hearing Officer ruling in favor of the Housing Department as a result of the Resident's default. If the request is approved a new date will be identified in the letter of approval. In no event shall the date of the re-scheduled hearing be more than ten (10) business days from the date of the originally scheduled hearing date, unless there is documentation that the Resident will (a) be hospitalized for a period of time exceeding the ten (10) day extension period or (b) the Resident will be sequestered on a jury for a period of time exceeding the ten (10) day extension period or (c) the Resident is involved in military duty which will be of a duration exceeding the ten (10) day extension period, but still less than thirty (30) days.
  - 6.2. If the Resident will be unable to participate in the hearing which is rescheduled within the ten (10) day extension period, for one or more of the three reasons identified above or for a reason of equal weight, the family may be granted an additional extension for an additional ten (10) day period at the discretion of the hearing officer. If the Resident is unable to participate within the period of the second extension period and a waiver is not granted for extenuating circumstances the Housing Department may proceed with the prepared adverse action. This does not exclude the Resident from pursuing any judicial relief available to them.
7. The determination of the Hearing Officer will be rendered in writing to the tenant and the Housing Department within ten (10) business days of the close of the hearing, or in the case of Sunnyslope Manor and Fillmore Gardens, within five (5) days of the close of the hearing. The decision is binding on the Housing Department unless HUD, the Assisted Housing Governing Board or its designee determines within thirty (30) calendar days of the decision that the hearing officer(s) acted arbitrarily or exceeded their jurisdiction, or that the decision is contrary to any applicable provisions of Federal, State or local law, HUD regulations, or the ACC.
8. A decision which is rendered in favor of the Housing Department does not affect the Resident's right to pursue any other judicial action available to him/her.

REMINDER: Residents who execute a Nonrevocable Notice of Intent to Vacate will be provided with an informal meeting, but will be excluded from the formal hearing process, per ACOP Section 28.1.



## 28.5 CONDUCT OF THE FORMAL HEARING

An in-person or a virtual on-line meeting with video, audio, and screen sharing, or conference call will be arranged at a mutually agreeable time. The hearing will be conducted by the Hearing Officer in a manner that is both informal and orderly. If any participant or spectator evidences disorderly conduct and fails to comply with the directions of the Hearing Officer to modify the objectionable behavior, the Hearing Officer may dismiss the person(s) participating in the objectionable behavior and/or dismiss the case and rule in favor of the opposite party. The formal hearing may be recorded. Recordings will be retained in accordance with the retention schedule of the program.

## 28.6 DECISION OF THE HEARING OFFICER

1. The Hearing Officer is required to issue a written decision within ten (10) business days following the hearing, or in the case of Sunnyslope Manor and Fillmore Gardens, within five (5) business days of the close of the hearing. The written decision should include a summary of the oral and written evidence presented by both the complainant and the Housing Department and must state the reason(s) for the decision, including the policy or regulation that supports the decision made. A copy of the decision will be placed in the Resident's file and an additional copy (with names and dates redacted) will be retained by the Housing Department and made available for a prospective complainant, the complainant's representative or Hearing Officer.
2. A decision by the Hearing Officer in favor of the Housing Department's action or failure to act or which denies the relief requested in whole or in part does not constitute a waiver of any rights the complainant may have to a subsequent trial or judicial review in court.



## 29 APPENDIX I: GLOSSARY

Term	Definition
50058 Form:	The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and recertification process and for interim reexaminations.
50059 Form:	The HUD form used to record information used in the certification and recertification process for Sunnyslope Manor and Fillmore Gardens.
1937 Housing Act:	The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)
Adjusted Annual Income:	The amount of household income, after deductions for specified allowances, on which Resident rent is based. (24 CFR 5.611)
Adult:	A household member who is eighteen (18) years or older who is the head of the household, or spouse, or co-head.
Affiliated Individual:	From VAWA 2013: With respect to an individual, means (A) a spouse, parent, brother, sister or child of that individual, or a person to whom that individual stands in the place of a parent to a child or (B) any individual, tenant or lawful occupant living in the household of that individual. Rights and privileges do not apply to unauthorized or unreported members or guests. (24 CFR 5.2003)
Allowances:	Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and childcare expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.
Annual Contributions Contract (ACC):	The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)
Annual Income:	All amounts, not specifically excluded, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age. Annual Income also includes amounts derived from assets when the value of net family assets exceeds \$5,000 (prior to the HOTMA compliance date) or \$50,000 (on or after the HOTMA compliance date) [which amount HUD will adjust annually in accordance with the Consumer Price Index for Wage Earners and Clerical Workers] and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD. (24 CFR 5.609)
Applicant:	A person or family that has applied for housing assistance. (24 CFR 5.403)
As-Paid States:	States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.
Assets:	The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. <i>See also "Net Family Assets."</i>



Term	Definition
Asset Income:	Income received from assets held by family members. If assets total more than \$5,000, prior to the HOTMA compliance date and more than \$50,000 on or after the HOTMA compliance date, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. <i>See also "Imputed Asset Income."</i>
Certification:	The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.
Child:	For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under eighteen (18) years of age. (24 CFR 5.504(b))
Childcare Expenses:	Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603)
Citizen:	A citizen or national of the United States. (24 CFR 5.504(b))
Co-head:	An individual in the household who is equally responsible for the lease with the head of household.
Consent Form:	Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits. (24 CFR 5.214)
Dating Violence:	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 the persons involved in the relationship.
Day Laborer:	An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future. (24 CFR 5.603)
Decent, Safe, and Sanitary:	Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.
Department:	The Department of Housing and Urban Development. (24 CFR 5.100)
Dependent:	A member of the family (except foster children and foster adults), other than the family head or spouse, who is under eighteen (18) years of age or is a person with a disability or is a full-time student. (24 CFR 5.603)
Dependent Allowance:	An amount of \$480 for each dependent, prior to the HOTMA compliance date. The amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25 on or after the HOTMA compliance date.



Term	Definition
Disability Assistance Expenses:	Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus, to the extent the sum exceeds three percent (3%) of annual income prior to the HOTMA compliance date and ten percent (10%) of annual income on or after the HOTMA compliance date. (24 CFR 5.611)
Disability Assistance Expense Allowance:	In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.
Disabled Family:	A family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
Disabled Person:	See "person with disabilities."
Displaced Family:	a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief. (24 CFR 5.403)
Displaced Person:	A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]
Domestic Violence:	Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim; a person with whom the victim shares a child in common; a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies; or 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. (18 U.S.C. 2266, 18 U.S.C. 16)
Drug-Related Criminal Activity:	Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act. (21 U.S.C. 802)
Earned Income:	Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits. (24 CFR 5.100)
Elderly Family:	A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
Elderly/Disabled Family Allowance:	An allowance for any elderly or disabled family, equal to \$400 prior to the HOTMA compliance date and \$525 on or after the HOTMA compliance date, which will be adjusted by HUD annual in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.



Term	Definition
Elderly Person:	A person who is at least sixty-two (62) years of age. (1937 Housing Act)
Extremely low-income families:	A very low-income family whose annual income does not exceed the higher of: (1) The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or (2) 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.
Fair Housing Act:	Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)
Family:	Includes but is not limited to regardless of marital status, actual or perceived sexual orientation, or gender identity, the following: a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act ( <a href="#">42 U.S.C. 675(5)(H)</a> ), and is homeless or is at risk of becoming homeless at age 16 or older; OR a group of persons residing together, and such group includes, but is not limited to: a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); an elderly family; a near-elderly family; a disabled family; a displaced family; and the remaining member of a Resident family.
Family Members:	All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.
Family Self-Sufficiency Program (FSS Program):	The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))
Flat Rent:	A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.
Foster Adult:	A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. (24 CFR 5.603)



Term	Definition
Foster Child:	A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. (24 CFR 5.603)
Full-Time Student:	A person who is attending school or vocational training on a full-time basis. (24 CFR 5.603)
Head of Household:	The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))
Health and Medical Care Expenses:	Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. The sum of allowable unreimbursed expenses that exceed 3% of annual income prior to the HOTMA compliance date and 10% of annual income on or after the HOTMA compliance date represents the allowance.
Household Members:	All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.
Immediate Family Member:	A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood and marriage.
Imputed Income:	For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.
Income-Based Method:	A means of calculating a family's rent based on the higher of either 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.



Term	Definition
Independent Student:	<p>A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student:</p> <ul style="list-style-type: none"><li>• Is 24 years of age or older by December 31 of the award year;</li><li>• Is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;</li><li>• Is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence;</li><li>• Is a veteran of the Armed Forces of the United States or is currently serving on active duty in the Armed Forces for other than training purposes;</li><li>• Is a graduate or professional student;</li><li>• Is a married individual;</li><li>• Has legal dependents other than a spouse;</li><li>• Has been verified during the school year in which the application is submitted as either ran unaccompanied youth who is a homeless child or youth or as unaccompanied, at risk of homelessness, and self-supporting, by a local education agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act or a designee of the director; the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; the director of a program funded under subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director; or a financial aid administrator; or the individual is a student for whom a financial administrator makes a documented determination of independence by reason of other unusual circumstances.</li></ul>
Independent Contractor:	An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.
In-Kind Payments:	Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting provided on a regular basis).
Interim (examination):	A reexamination of family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.
Intimate Partner:	Includes a spouse, former spouse, a person who shares a child in common, and a person who cohabits or has cohabitated as a spouse; a person who is or has been in a romantic or intimate relationship, as determined by factors such as the length and type of relationship; or any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State or tribal jurisdiction. (18 U.S.C. 2266)



Term	Definition
Live-In Aide:	A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities and 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. (24 CFR 5.403)
Low-Income Family:	A family whose annual income does not exceed 80 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 80 percent of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes. (24 CFR 5.603)
Medical Expenses:	Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals and transportation for medical purposes.
Minor:	A member of the family, other than the head of household or spouse, who is under 18 years of age. (24 CFR 5.603)
Mixed Family:	A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))
Monthly Adjusted Income:	One twelfth of adjusted income. (24 CFR 5.603)
Monthly Income:	One twelfth of annual income. (24 CFR 5.603)
National:	A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))
Near-Elderly Family:	A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of sixty two (62); or two or more persons, who are at least 50 years of age but below the age of sixty two (62), living together; or one or more persons who are at least 50 years of age but below the age of sixty two (62), living with one or more live-in aides.



Term	Definition
Net Family Assets (prior to the HOTMA compliance date):	<p>Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or Resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))</p>
Net Family Assets (on or after the published HOTMA compliance date):	<p>(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.</p> <p>(2) In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.</p>
Non-Citizen:	A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))
Occupancy Standards:	The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.
Person with Disabilities:	<p>A person who: (i) Has a disability, as defined in <a href="#">42 U.S.C. 423</a>; (ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that: (A) Is expected to be of long-continued and indefinite duration; (B) Substantially impedes his or her ability to live independently, and (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or (iii) Has a developmental disability as defined in <a href="#">42 U.S.C. 6001</a>.</p> <p>(2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome; (3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and (4) Means "individual with handicaps", as defined in <a href="#">§ 8.3</a>, for purposes of reasonable accommodation and program accessibility for persons with disabilities.</p>



Term	Definition
Proration of Assistance:	The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)
Public Housing Agency (PHA):	Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)
Recertification:	The annual reexamination of a family's income, expenses, and composition to determine the family's rent.
Remaining Member of a Resident Family:	A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)
Resident:	The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))
Seasonal Worker:	An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.
Section 214:	Section 214 of the Housing and Community Development Act of 1980, as amended. (42 U.S.C. 1436a)
Self-Declaration:	A type of verification statement by the Resident as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.
Shelter Allowance:	That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.
Single Person:	Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a Resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)
Stalking:	To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person, and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to the following: that person; an immediate family member of that person; or the spouse or intimate partner of that person.
State Wage Information Collection Agency (SWICA):	The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)
Temporary Assistance to Needy Families (TANF):	The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.
Tenant:	An individual or family renting or occupying an assisted dwelling unit. The term tenant will also be used to include a homebuyer, where appropriate. (24 CFR 5.504(b))
Tenant Rent:	The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). (24 CFR 5.603)



Term	Definition
Third-Party Verification:	Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.
Total Tenant Payment (TTP):	<p>(a) <i>Determining total tenant payment (TTP)</i>. Total tenant payment is the highest of the following amounts, rounded to the nearest dollar:</p> <ul style="list-style-type: none"><li>(1) 30 percent of the family's monthly adjusted income;</li><li>(2) 10 percent of the family's monthly income;</li><li>(3) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated;</li><li>(4) The minimum rent, as determined in accordance with <a href="#">§ 5.630</a>; or</li><li>(5) For public housing only, the alternative non-public housing rent, as determined in accordance with <a href="#">§ 960.102</a>.</li></ul> <p>(b) <i>Determining TTP if family's welfare assistance is ratably reduced</i>. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under <a href="#">paragraph (a)(3)</a> of this section is the amount resulting from one application of the percentage.</p>
Unearned Income:	Any annual income, as calculated under 24 CFR <a href="#">§ 5.609</a> , that is not earned income.
Uniform Physical Condition Standard:	Physical inspection procedures that allow HUD to determine conformity with defined standards. HUD proposed the standards and inspection process to achieve three significant objectives: consistency in physical condition standards for HUD housing; standardization of the inspection to be undertaken to determine compliance with the standards; and implementation of an electronically based inspection system to evaluate, rate, and rank the physical condition of HUD housing objectively.
Upfront Income Verification:	The verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.
Utility Allowance:	If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)
Utility Reimbursement:	The amount, if any, by which the utility allowance for a unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (This definition is not used in the Section 8 voucher program, or for a public housing family that is paying a flat rent.) (24 CFR 5.603)
Very Low-Income Families:	A family whose annual income does not exceed 50 percent of the median family 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 50 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.



Term	Definition
Vulnerable Youth:	For the purposes of a student's independence, vulnerable youth is defined as unaccompanied homeless youth, at risk of being homeless youth, and youth who have aged out of the foster care system.
Welfare Assistance:	Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at <a href="#">45 CFR 260.31</a> ). (24 CFR 5.603)
Welfare Rent:	In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.
Work Activities:	See definition at section 407(d) of the Social Security Act ( <a href="#">42 U.S.C. 607(d)</a> ).



## 30 APPENDIX II: ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HOTMA	Housing Opportunities Through Modernization Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
ICE	(U.S.) Immigration and Customs Enforcement
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
PHAS	Public Housing Assessment System
PIC	Public and Indian Housing Information Center
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TPP	Total Tenant Payment
UIV	Upfront Income Verification



### 31 APPENDIX III: ACCEPTABLE SOURCES OF VERIFICATION

Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
Age				Birth Certificate Baptismal Certificate Military Discharge papers Valid passport Census document showing age Naturalization certificate Social Security Administration Benefits printout	
Alimony or child support	Electronic report from ATLAS	ATLAS verification letter Letter from Human Services Copy of separation or divorce agreement provided by ex-spouse or court indicating type of support, amount, and payment schedule. Written statement provided by ex-spouse or income source indicating all of above. If applicable, written statement from court/attorney that payments are not being	The Housing Department may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status. Telephone or in-person contact with ex-spouse or income source documented in file by the owner.	The Housing Department may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the Resident to verify current child support amount and payment status. Copy of most recent check, recording date, amount, and check number. Recent original letters from the court.	Notarized statement or affidavit signed by applicant indicating amount received. If applicable, notarized statement or affidavit from applicant indicating that payments are not being received and describing efforts to collect amounts due.



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
Assets disposed of for less than fair market value.		received and anticipated date of resumption of payments.		Original receipt and receipt at disposition, other evidence of worth	Certification signed by applicant that no member of family has disposed of assets for less than fair market value during preceding two years. If applicable, certification signed by the owner of the asset disposed of that shows: -Type of assets disposed of; -Date disposed of; -Amount received; and -Market value of asset at the time of disposition.
Auxiliary apparatus		Written verification from source of costs and purpose of apparatus.  Written certification from doctor or rehabilitation agency that use of apparatus is necessary to employment of any family member.  In case where the disabled person is employed, statement from	Telephone or in-person contact with these sources documented in the file.	Copies of receipts or evidence of periodic payments for apparatus.	



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
<i>Care attendant for disabled family members</i>		employer that apparatus is necessary for employment.			
		Written verification from attendant stating amount received, frequency of payments, hours of care.  Written certification from doctor or rehabilitation agency that care is necessary to employment of family member.	Telephone or in-person contact with source documented in file.	Copies of receipts or cancelled checks indicating payment amount and frequency.	Notarized statement or signed affidavit attesting to amounts paid.
<i>Cash value of life insurance policies</i>		Letter from insurance company		Current statement	
<i>Childcare expenses (including verification that a family member who has been relieved of childcare is working, attending school, or looking for employment)</i>		Written verification from person who provides care indicating amount of payment, hours of care, names of children, frequency of payment, and whether or not care is necessary to employment or education.  Verification of employment as required under Employment Income.  Verification of student status	Telephone or in-person contact with these sources (childcare provider, employer, school) documented in file.	Copies of receipts or cancelled checks indicating payments.  For school attendance, school records, such as paid fee statements that show that the time and duration of school attendance reasonably corresponds to the period of childcare.	For verification of "looking for work," details of job search effort as required by owner's written policy.



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
Citizenship		(full or part-time) as required under Full-Time Student Status.			
					Citizens must sign declaration certifying U.S. Citizenship.
Current net family assets (savings, checking accounts, certificate of deposits, bonds, stocks, real property)	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	Verification forms, letters or documents received from financial institutions, stockbrokers, real estate agents, employers indicating the current value of the assets and penalties or reasonable costs to be incurred in order to convert non-liquid assets into cash.	Telephone or in-person contact with appropriate source, documented in file by the owner.	Checking account - most recent 6 months of statements; Savings account – most recent statement(s), certificates of deposit, property appraisals, stock or bond documents, or other financial statements completed by financial institution.  Copies of real estate tax statements, if tax authority uses approximate market value.  Quotes from attorneys, stockbrokers, bankers, and real estate agents that verify penalties and reasonable costs incurred to convert asset to cash.  Copies of real estate closing documents that indicate distribution of	For households with current family assets less than \$5,000, the household can self-declare the amount of assets and the amount of income the family expects to receive from the assets. Assets will be 3 <sup>rd</sup> party verified for eligibility and every 3 <sup>rd</sup> year participating in a Public Housing Program. This does not apply to families required to attend zero income interviews or residents of Sunnyslope Manor or Fillmore Gardens.  Notarized statement or signed affidavit stating cash value of assets or verifying cash held at applicant's home or in safe deposit box.
Current net family assets (savings, checking accounts, certificate of deposits, bonds, stocks, real property) (continued)					



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
Disability status				sales proceeds and settlement costs.	
		Verification from medical professional stating that individual qualifies under the definition of disability.	Telephone or in-person contact with medical professional verifying qualification under the federal disability definition and documentation in the file of the conversation.	Proof of SSI or Social Security disability payments.	
Disability assistance expenses		Letters from suppliers, caregivers, etc.		Bills and records of payment	
Dividend income and savings account interest income.		Verification form completed by bank.	Telephone or in-person contact with appropriate party, documented in file by the owner.	Copies of current statements, bank passbooks, certificates of deposit, if they show required information (i.e., current rate of interest).  Copies of Form 1099 from the financial institution, and verification of projected income for the next twelve (12) months.  Broker's quarterly statements showing value of stocks/bonds and earnings credited to the applicant.	For households with current family assets less than \$5,000, the household can self-declare the amount of assets and the amount of income the family expects to receive from the assets. Assets will be 3 <sup>rd</sup> party verified for eligibility and every 3 <sup>rd</sup> year participating in a Public Housing Program. This does not apply to families required to attend zero income interviews or residents of Sunnyslope Manor or Fillmore Gardens.
Employment Income including tips,	Use of HUD's UIV / EIV data and	Verification form completed by employer.	Telephone or in-person contact with employer,	W-2 Forms, if applicant has had same employer	Notarized statements or affidavits signed by applicant that



<b>Factor to be Verified</b>	<b>Upfront</b>	<b>Acceptable Sources of Verification</b>			
		<b>Third Party</b>		<b>Documents Provided by Applicant</b>	<b>Self-Declaration</b>
		<b>Written</b>	<b>Oral</b>		
<i>gratuities, overtime.</i>	discrepancy and new hire reports, and/or computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail, fax or in person.	The Housing Department may have the Resident sign a Request for Earnings Statement from the SSA to confirm past earnings and the Housing Department will mail the form to SSA. The form will be sent to the address the Housing Department specifies on the form.	specifying amount to be paid per pay period and length of pay period. Document in file by the owner.	for at least two years and increases can be accurately projected. The three most current, consecutive and complete paycheck stubs if paid bi-weekly; the four most current, consecutive paycheck stubs if paid semi-monthly or weekly, if employed by the same employer in conjunction with UIV / EIV Data.	describe amount and source of income.
<i>Family composition.</i>		None required.	None required.	Birth certificates Divorce decree Legal separation documents Drivers' licenses Employer records Income tax returns Marriage certificates School records Social Security Administration records Social service agency records Support payment records Utility bills	



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
<i>Family type. (Information verified only to determine eligibility for preferences, and allowances.)</i>				Veterans Administration (VA) records	
		<p>Disability Status: statement from physician or other reliable source, if benefits documenting status are not received.</p> <p>Displacement Status: Written statement or certificate of displacement by the appropriate governmental authority.</p>	<p>Telephone or in-person contact with source documented in file.</p>	<p>Elderly Status (when there is reasonable doubt that applicant is at least sixty two (62)): birth certificate, baptismal certificate, social security records, driver's license, census record, official record of birth or other authoritative document or receipt of SSI old age benefits or SS benefits.</p> <p>Disabled, blind: evidence of receipt of SSI or Disability benefits.</p>	<p>Elderly Status: Applicant's signature on application is generally sufficient.</p>
<i>Full-time student status (of family member eighteen (18) or older, excluding head, spouse, or foster children).</i>		Verification from the Admissions or Registrar's Office or dean, counselor, advisor, etc., or from VA Office.	Telephone or in-person contact with these sources documented in file by the owner.	School records, such as paid fee statements that show a sufficient number of credits to be considered a full-time student by the Educational Institution attended.	
<i>Immigration Status</i>		Verification of eligible immigration status must be received from DHS through the DHS SAVE system or through secondary		Applicant/ Resident must provide appropriate immigration documents to initiate verification.	<p>Noncitizens must sign declaration certifying the following:</p> <p>Eligible immigration status; or</p> <p>Decision not to claim eligible status.</p>



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
<i>Income maintenance payments, benefits, income other than wages (i.e., welfare, Social Security [SS], Supplemental Security Income [SSI], Disability Income, Pensions)</i>		verification using DHS Form G-845.			
	Use of HUD's UIV / EIV Data and discrepancy reports.  Use of computer matching agreements with a Federal, State or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	Award or benefit notification letters prepared and signed by authorizing agency.	Telephone or in-person contact with income source, documented in file.  NOTE: For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.	Current or recent check stubs with date, amount, and check number recorded by the owner.  Award letters or computer printout from court or public agency.  Copies of validated bank deposit slips, with identification by bank.  Most recent quarterly pension account statement.	
<i>Interest from sale of real property (e.g., contract for deed, installment sales contract, etc.)</i>		Verification form completed by an accountant, attorney, real estate broker, the buyer, or a financial institution which has copies of the amortization schedule from which interest income for the next twelve (12) months can be obtained.	Telephone or in-person contact with appropriate party, documented in file.	Copy of the contract.  Copy of the amortization schedule, with sufficient information for the owner to determine the amount of interest to be earned during the next twelve (12) months.  NOTE: Copy of a check paid by the buyer to the applicant is not acceptable.	
<i>Medical expenses</i>		Verification by a doctor, hospital or clinic, dentist, pharmacist, etc.,	Telephone or in-person contact with these sources,	Copies of cancelled checks that verify payments on	Notarized statement or signed affidavit of transportation expenses directly



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
		of estimated medical costs to be incurred or regular payments expected to be made on outstanding bills which are not covered by insurance.	documented in file.	outstanding medical bills that will continue for all or part of the next twelve (12) months.  Copies of income tax forms (Schedule A, IRS Form 1040) that itemize medical expenses, when the expenses are not expected to change over the next twelve (12) months.  Receipts, cancelled checks, pay stubs, which indicate health insurance premium costs, or payments to a Resident attendant.  Original carbon copy of a pre-printed money order, made to the order of the medical provider in addition to a copy of the bill for medical expenses incurred. This method is limited to an annual aggregate amount of five hundred dollars (\$500). Single or aggregate amounts exceeding five hundred dollars (\$500) or	related to medical treatment, if there is no other source of verification.



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
<i>Need for an assistive animal.</i>				documents that do not meet the HD standard of credible documentation will be 3 <sup>rd</sup> party verified. Money order stubs will not be accepted.  Receipts or ticket stubs that verify transportation expenses directly related to medical expenses.	
		Letter from medical provider.			
		Letter from doctor or other professional knowledgeable of the condition			
<i>Net Income for a business</i>				Form 1040 with Schedule C, E, or F.  Financial Statement(s) of the business (audited or unaudited) including an accountant's calculation of straight-line depreciation expense if accelerated depreciation was used on the tax return or financial statement.  Any loan application listing income derived	



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
<i>Personal property</i>				from business during the preceding twelve (12) months.  For rental property, copies of recent rent checks, lease and receipts for expenses, or IRS Schedule E.	
		Assessment, Bluebook, etc.		Receipt for purchase, other evidence of worth	
<i>Recurring contributions and gifts</i>		Notarized statement or affidavit signed by the person providing the assistance giving the purpose, dates, and value of gifts.	Telephone or in-person contact with source documented in file.	Not applicable.	Notarized statement or affidavit signed by applicant stating purpose, dates, and value of gifts.
<i>Self-employment, tips, gratuities, etc.</i>		The Housing Department mails or faxes a verification form directly to sources identified by the family to obtain income information.	The Housing Department may call the source to obtain income information.	Form 1040/1040A showing amount earned and employment period.	Notarized statement or affidavit signed by applicant showing amount earned and pay period.
<i>Social security number</i>		Letter from Social Security		Original Social Security card	Certification that document is complete/accurate unless original Social Security card is provided.
<i>Training program participation</i>		Letter from program provider indicating whether the Resident is			



Factor to be Verified	Upfront	Acceptable Sources of Verification			
		Third Party		Documents Provided by Applicant	Self-Declaration
		Written	Oral		
Unborn children		enrolled or completed the training and whether it is HUD funded.			
					Applicant/Resident self-certifies to pregnancy.
Unemployment compensation	Use of HUD's UIV / EIV Data and/or computer matching agreements with a State Wage Information Collection Agency to obtain employment compensation electronically, by mail or fax.	The Housing Department mails, faxes or emails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The Housing Department may call the State Wage Information Collection Agency to obtain current benefit amount.	Copies of checks or records from agency provided by applicant stating payment amounts and dates.  Benefit notification letter signed by authorizing agency.	The Housing Department may accept a notarized statement or affidavit from the Resident that declares unemployment benefits.
Zero Income					Applicant/Tenant self-certifies to zero income.



**32 APPENDIX IV: FLAT RENT SCHEDULE**

EFFECTIVE 10/01/2024

Studio Unit.....	\$1,530
One Bedroom Unit.....	\$1,679
Two Bedroom Unit .....	\$1,950
Three Bedroom Unit.....	\$2,624
Four Bedroom Unit.....	\$2,934
Five Bedroom Unit.....	\$3,374

Flat rent is subject to change on an annual basis, and the respective documentation can be found at [HUDCLIPS.org](http://HUDCLIPS.org).



### 33 APPENDIX V: SCHEDULE OF CHARGES

#### Schedule of Charges

Effective July 1, 2024 (last change effective 2015)

The following list of maintenance services provided **due to resident negligence** will be assessed the flat rate listed next to each item:

Yard Ticket	\$ 20.00 Per Ticket
Replacement Door or Mailbox Key	\$ 10.00 Per Key
Failure to allow access or secure animal after notification	\$ 85.00 Per Trip
Replacement Access Card (Senior)	\$ 10.00 Per Card
False Alarm – Security or Fire System (Senior Housing)	\$105.00 Per Incident
In Unit Air Filter Change (Scattered Sites)	\$ 25.00 Per
Special trip to change air filter	\$ 85.00 Per
NSD Violation Inspection (Scattered Sites)	\$ 85.00 Per Inspection
Pest Control (Scattered Sites)	Actual Cost
Cost per-copy for documents from tenant file	\$ 0.27 Per Page

All other maintenance requests or repairs needed **due to resident negligence** will be charged at an hourly labor rate of **\$85.00**, in addition to all materials used in the repair. Materials used in the repair will be billed at actual cost. Labor rate includes: travel time (if not already at the unit), time to complete the repair, and time needed to secure parts or equipment to complete the repair.

All emergency\* maintenance requests or repairs can be called in after normal business hours (Monday thru Friday, 8:00 a.m. to 4:00 p.m., all day Saturday and Sunday, and all holidays) to the emergency work order number; if the emergency is **due to resident negligence**, or it is **determined not to be an emergency**, the resident will be charged a minimum of **\$255.00**. All materials used in the repair will be billed at actual cost. If the repair takes more than three hours, the minimum charge will be \$255.00 in addition to \$85.00 per hour for any time exceeding three hours. \*Emergency works orders address an immediate threat to life, health and safety to property or to the resident.

If a contractor must be called to complete repair that is **due to resident negligence**, the resident will be required to pay the full amount of the contractor's invoice in addition to any staff labor required.

Additionally, all labor charges related to damages and repairs for items found not to be normal wear and tear at the time of move-out will be charged at the standard maintenance rate of \$85.00 per hour, plus the actual cost of all materials needed. Outside contractor costs will be charged at the actual invoiced amount.

In Conventional and Scattered Sites residents are required to replace air filters every other month, at a minimum. At Conventional Sites, replacement air filters are available at the management office. Residents can exchange existing filter for a clean filter at no charge; if the old filter is not returned, there will be a charge for the actual cost of the replacement filter. If staff is in a unit and confirms a filter needs to be changed, the filter will be changed, and a \$25.00 fee will be assessed. If a special trip is required to change an air filter an \$85.00 trip charge will apply.

If you need special accommodation, please contact the management office directly.

- **Yard tickets** will be issued for:
  - Senior Housing – Unauthorized items on balconies or patios; failure to properly dispose of pet waste; and littering.
  - Scattered Sites – Failure to maintain yard in compliance with Rules and Regulations.
  - Conventional – Unauthorized items on balconies or patios; failure to properly dispose of pet waste; littering; failure to remove litter from assigned yard.



#### 34 APPENDIX VI: BED BUG BROCHURE

The Bedbug Brochure may be found at:

[https://www.phoenix.gov/housingsite/Documents/bed\\_bug\\_control\\_info.pdf](https://www.phoenix.gov/housingsite/Documents/bed_bug_control_info.pdf)

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## 35 APPENDIX VII: FSS ACTION PLAN

The FSS Action Plan may be found at: [FSS Action Plan](#)

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## 36 APPENDIX VIII: SECTION 32 HOMEOWNERSHIP PLAN

The Section 32 Homeownership Plan may be found at: [\(Section 32 Implementing Agreement\)](#)

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### 37 APPENDIX IX: AEROTERRA MANAGEMENT PLAN

Should there be any discrepancies between the City of Phoenix Admissions and Continued Occupancy Policy (ACOP) and the Aeroterra Management Plan, the Management Plan will take precedence.

The Aeroterra Management Plan may be reviewed in the property management office.

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### 38 APPENDIX X: HENSON VILLAGE MANAGEMENT PLAN (PHASE I)

Should there be any discrepancies between the City of Phoenix Admissions and Continued Occupancy Policy (ACOP) and the Matthew Henson – Family Phase 1 Rental Management Plan, the Management Plan will take precedence.

The Matthew Henson Phase I Management Plan may be reviewed in the property management office.

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### 39 APPENDIX XI: HENSON VILLAGE MANAGEMENT PLAN (PHASE II)

Should there be any discrepancies between the City of Phoenix Admissions and Continued Occupancy Policy (ACOP) and the Matthew Henson Senior Apartments Management Plan, the Management Plan will take precedence.

The Matthew Henson Senior Building Management Plan may be reviewed in the property management office.

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#### 40 APPENDIX XII: HENSON VILLAGE MANAGEMENT PLAN (PHASE III)

Should there be any discrepancies between the City of Phoenix Housing Department Admissions and Continued Occupancy Policy (ACOP) and the Matthew Henson – Family Phase III Rental Management Plan, the Management Plan will take precedence.

The Matthew Henson – Family Phase III Management Plan may be reviewed in the property management office.

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#### 41 APPENDIX XIII: HENSON VILLAGE MANAGEMENT PLAN (PHASE IV)

Should there be any discrepancies between the City of Phoenix Housing Department Admissions and Continued Occupancy Policy (ACOP) and the Matthew Henson – Family Phase IV Rental Management Plan, the Management Plan will take precedence.

The Matthew Henson – Family Phase IV Management Plan may be reviewed in the property management office.

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#### 42 APPENDIX XIV: MARCOS DE NIZA MANAGEMENT PLAN

Should there be any discrepancies between the City of Phoenix Housing Department Admissions and Continued Occupancy Policy (ACOP) and the Marcos de Niza Management Plan, the Management Plan will take precedence.

The Marcos de Niza Management Plan may be reviewed in the property management office.

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#### 43 APPENDIX XV: SYMPHONY APARTMENTS MANAGEMENT PLAN

Should there be any discrepancies between the City of Phoenix Housing Department Admissions and Continued Occupancy Policy (ACOP) and the Symphony Apartments Management Plan, the Management Plan will take precedence.

The Symphony Apartments Management Plan may be reviewed in the property management office.

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#### 44 APPENDIX XVI: SUMMIT APARTMENTS MANAGEMENT PLAN

Should there be any discrepancies between the City of Phoenix Housing Department Admissions and Continued Occupancy Policy (ACOP) and the Summit Apartments Management Plan, the Management Plan will take precedence.

The Summit Apartments Management Plan may be reviewed in the property management office.

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