

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY



## **HOUSING AUTHORITY OF POMPAÑO BEACH (HAPB)**

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## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

This Admissions and Continued Occupancy Policy defines HAPB's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

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## **Chapter 1 - FAIR HOUSING**

It is the policy of HAPB to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. HAPB shall affirmatively further fair housing in the administration of its public housing program.

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

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

## Chapter 2 - REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of HAPB housing programs and related services, including those that are operated by other agencies in HAPB-owned public space. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines HAPB will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, HAPB will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

A reasonable accommodation is some modification or change the HAPB can make to its apartments, buildings, or grounds or methods and procedures that will assist an otherwise eligible individual with a disability to take full advantage of and use HAPB programs, including those that are operated by other agencies in HAPB-owned public space. **24 CFR § 8.20**

An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a) (2)**

- A. Causes an undue financial and administrative burden; or
- B. Represents a fundamental alteration in the nature of HAPB program.

### 2.1 - COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation form. Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation. All decisions granting or denying requests for reasonable accommodations will be in writing. If a reasonable accommodation is denied, the applicant has the right to file a grievance requesting a hearing on the matter.

### 2.2 - QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

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

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

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

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the HAPB will obtain documentation that the requested accommodation is needed due to the disability. The HAPB will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
  - 1. Would the accommodation constitute a fundamental alteration? The HAPB business is housing. If the request would alter the fundamental business that the HAPB conducts, that would not be reasonable. For instance, the HAPB would deny a request to have the HAPB do grocery shopping for a person with disabilities.
  - 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the HAPB may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the HAPB retains the right to be shown how the requested accommodation enables the individual to access or use HAPB programs or services.

If more than one accommodation is equally effective in providing access to HAPB programs and services, HAPB retains the right to select the most efficient or economic choice. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by HAPB if there is no one else willing to pay for the modifications. If another party pays for the modification, HAPB will seek to have the same entity pay for any restoration costs.

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

### **2.3 - OBLIGATIONS OF TENANCY UNDER REASONABLE ACCOMMODATION**

A family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**

- A. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- B. to care for and avoid damaging the apartment and common areas;
- C. to use facilities and equipment in a reasonable way;
- D. to create no health, or safety hazards, and to report maintenance needs;

- E. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- F. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- G. to comply with necessary and reasonable rules and program requirements of HUD and the HAPB, but there is no requirement that they be able to do these things without assistance.

If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, HAPB will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**

If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, HAPB may terminate the lease. **24 CFR § 8.2**

## **Chapter 3 - SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

### **A. Introduction**

1. HAPB is committed to ensuring equal access to its programs and services by all residents, regardless of language spoken or English proficiency. Title VI and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP). Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered LEP persons with LEP. On January 22, 2007, the U.S. Department of Housing and Urban Development (HUD) issued Final Guidance to recipients of HUD funding concerning compliance with the Title VI prohibition against national origin discrimination affecting persons with LEP.
2. HAPB has prepared a Language Access Plan (LAP), which defines the actions to be taken by HAPB to ensure Title VI compliance with respect to persons with LEP for each of the programs HAPB administers. HAPB will periodically review and update this LAP in order to ensure continued responsiveness to community needs and compliance with Title VI.

### **B. Background**

1. Broadening access for persons with limited English proficiency (LEP) is a general Fair Housing principle that must permeate all policies and decision-making of the state funding agencies. In addition to the mandate to affirmatively further Fair Housing, Title VI of the Civil Rights Act of 1964 imposes legal obligations on the Commonwealth with respect to LEP. Title VI prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. The definition of "Program or activity" includes "a department, agency, special purpose district, or other instrumentality of a State or of a local government...or the entity of such State or local government that distributes such assistance and each such department or agency (and each other State or local government entity) to which the assistance is extended". As recipients of federal financial assistance, HAPB as a whole, as well as other entities of state and local governments, are covered by Title VI. Title VI also applies to organizations, corporations, partnerships, and sole proprietorships primarily in the business of providing housing.
2. HUD's Final Guidance posits a four-part test for evaluating compliance:
  - a. The frequency with which LEP persons come in contact with the program;

- b. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee;
- c. The nature and importance of the program, activity, or service provided by the program, or the greater the possible consequences of the contact to the LEP persons; and
- d. The resources available to the grantee/recipient and costs.

#### C. Role of HAPB

- 1. HAPB is comprised of the following departments which administer various federally funded housing programs:
  - a. Public Housing
  - b. Housing Choice Vouchers
- 2. HAPB will continue its efforts to administer HAPB's housing programs so that they are accessible to LEP individuals in accordance with HUD guidance. This includes applying the four-part test for evaluating compliance.

#### D. Assistance to Limited English Proficiency (LEP) Persons

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

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

##### 1. Four (4) Factor Analysis

The LEP Final Guidance defines a self-assessment method to assist agencies receiving HUD funds in determining the extent of their obligations to LEP persons. HAPB has conducted the following four-factor self-assessment and concluded that Spanish and Creole are the most commonly spoken languages by the LEP population served by HAPB.

- a) The number or proportion of LEP person eligible to be served or likely to be encountered by the program or grantee (persons speaking a language other than English exceeds 5% or 1,000 persons, whichever is less);
- b) The frequency with which LEP persons come in contact with the program;



- c) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- d) The resources available to HAPB and its costs.

## 2. Language Assistance Plan (LAP) and Safe Harbor

HAPB posts Spanish and Creole signs at its administrative and site management offices (public places) and on its website to inform LEP persons that free oral interpretation services and translation of vital HAPB's documents are available upon request. Additionally, applicants and program participants are informed of their ability to request an interpreter in all written HAPB's advertisements and notifications related to hearings, interviews, scheduled appointments, and adverse action notices.

### a) Staff Training

HAPB employees are provided with training on the LEP policy requirements, their role in assisting LEP persons, and with information on the resources available for LEP persons and how to access these resources.

### b) Oral Language Interpretation

HAPB utilizes bilingual staff members fluent in Spanish who provide oral language interpretation to LEP persons at face-to-face or telephone contacts, as needed. Also, oral language interpretation services may be provided for scheduled appointments, meetings, informal reviews, hearings and interviews, upon request five (5) business days in advance.

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

- \* Eligibility Interview
- \* Voucher Briefing
- \* Rental Interview and Lease Signing
- \* Initial, Annual, and Interim Reexaminations
- \* Transfer and Resident Tenancy Application
- \* Reasonable Accommodation Requests
- \* Conferences, Informal Reviews and Hearings

If a LEP person requests that an adult family member or friend (18 years of age or older) provide interpretation, this practice is acceptable. The LEP person will be advised by HAPB staff about the availability of free language services.

### c) Written Language Translation of Vital Documents

HUD's Final Guidance defines vital documents as "those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically." HAPB

may use HAPB's translation services provided a Vendor to translate its vital documents and advertisements into Spanish and Creole.

HAPB has translated the following vital documents into Spanish and Creole. They are available and will be provided to LEP persons upon request.

- \* Intake forms with the potential for important consequences
- \* Written notices of rights, denial, loss, or decreases in benefits or services, and hearings
- \* Notices of termination of assistance and eviction
- \* Notices and forms related to the Violence Against Women Act (VAWA)
- \* Notices of advising LEP persons of free language assistance
- \* Public Housing Lease and tenant rules, and/or
- \* Applications to participate in a recipient's program

### 3. Monitoring and Updating

HAPB will periodically review and assess its LEP policy, based on Broward County's demographics and changes in HUD regulations.

## **Chapter 4 - FAMILY OUTREACH**

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

## **Chapter 5 - RIGHT TO PRIVACY**

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All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

## **Chapter 6 - REQUIRED POSTINGS**

In each of its property offices, HAPB will post the following information:

- A. Statement of Policies and Procedures governing Admission and Continued
- B. Occupancy (ACOP)
- C. Information on application taking
- D. Notice of the status of the waiting list (opened or closed)
- E. Directory of HAPB's housing sites including names, addresses of offices, number of units by bedroom size, accessible or adaptable units and office hours at each facility.
- F. Income Limits for Admission
- G. Security Deposit Charges
- H. Excess Utility Charges
- I. Utility Allowance Schedule
- J. Current Schedule of Routine Maintenance Charges
- K. The availability of any local preferences
- L. Dwelling Lease
- M. Grievance Procedure
- N. Fair Housing Poster
- O. Equal Opportunity in Employment Poster
- P. Tenant Selection Policies
- Q. Zero Tolerance Policy (sexual harassment)
- R. One Strike Policy
- S. Fraud Hotline Information
- T. Mission Statement
- U. Any current HAPB Notices

## Chapter 7 - TAKING APPLICATIONS

### Timing

- a) HAPB may elect to open the waiting list periodically or if there are insufficient applicants for a particular housing program, bedroom size, or unit type (e.g., general occupancy, elderly designated buildings).
- b) The beginning and ending dates of the waiting list's open registration period will be advertised in the local newspapers through a public notice, for the purpose of reaching all segments of the community and providing advance notice.

### 2. Submission of Applications

- a) People interested in applying for the programs offered by HAPB may do so during open registration periods.
- b) HAPB may limit the number of applications to be placed on the waiting list, based on HAPB's projection of ready units and other relevant data.
- c) Applications will be available on-line through the internet during the open registration period at [www.hapb.org](http://www.hapb.org). Assistance with the online submission of applications may be available at advertised locations.
- d) At the time of application, the head of household of the family must be 18 years of age or older, or have been emancipated by a court of competent jurisdiction.
- e) HAPB's application for admission may request the following information: family composition, income, social security numbers, immigration status, race, ethnicity, date of birth, if a wheelchair accessible unit is required, if family qualifies as a Special Needs Household, and other applicable information.
- f) Only one application is allowed per family, including head of household and family members. An application will be considered as long as it does not replicate the family composition in another application.
- g) Applications are nontransferable except under the following circumstances:
  - (1) In case of dissolution of marriage or family disputes, HAPB will abide the court's determination on whom shall assume the head of household on the application.
  - (2) If the head of household is deceased prior to or during the application process, one of the remaining adult family members on the application will automatically become the head of household, provided such person meets all eligibility requirements. In circumstances where there

is more than one (1) surviving adult family member, the family shall determine which surviving family member should be head of household as long as they are part of the original application.

(3) If the head of household is deceased and the remaining family members are minors, the person granted legal custody of such children will become the head of household and is entitled to the original date of application, provided such person meets all eligibility requirements.

(4) In addition to the desires of the family, HAPB will consider the interest of disabled or elderly family members, and any instance of actual threatened physical violence.

The completed application will be dated and time stamped upon its return to HAPB.

Persons with disabilities who require a reasonable accommodation in completing an application may call HAPB to make special arrangements.

Completed applications will be accepted for all applicants. HAPB will assume that all provided information is correct. All information will be verified as the applicant family nears the top of the waiting list.

Applicants may be required to submit documentation as part of the application process. Applicants will be given twenty (20) days from the date of their application to provide all documentation requested.

Should applicants fail to provide required documentation within twenty (20) days of the date of the HAPB request, their case will be placed in an inactive status and will be required to reapply during the next open enrollment.

Applicants who provide all required documentation will be placed on the waiting list based on the family's preferences and the date and time the completed application were received by the HAPB office. Application shall be considered complete when all required documentation is received and all application questions are completed. No blanks shall be left on the application. The application shall be signed by all adult applicant family members and designated HAPB staff person.

Changes of address and contact information shall be updated as applicants report changes. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change. It is the applicant's responsibility to notify HAPB of changes, including changes in address

## Chapter 8 - ELIGIBILITY FOR ADMISSION

### 8.1 INTRODUCTION

There are six eligibility requirements for admission to public housing: one qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provide documentation of Social Security numbers, proof of birth for all family members and proof of identification of all adult family members and signs consent authorization documents. In addition to the eligibility criteria, families must also meet HAPB screening criteria in order to be admitted to public housing.

### 8.2 ELIGIBILITY CRITERIA

#### A. Family Status

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Verified unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - A. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - B. Two or more persons who are at least 62 years of age living together, or;
  - C. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 55 years of age but below the age of 62;
  - b. Two or more persons, who are at least 55 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 55 years of age but below the age of 62, living with one or more live-in aides.



4. A **disabled family**, which is:

- a. A family whose head, spouse, or sole member is a person with disabilities;
- b. Two or more persons with disabilities living together; or
- c. One or more persons with disabilities living with one or more live-in aides.
- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

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

6. A **remaining member of a tenant family**.

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

B. Income Eligibility

- 1. To be eligible for admission to Public Housing units, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
- 2. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of HAPB.
- 3. If HAPB acquires a property for federal public housing purposes, the families living there must have incomes within the low- income limit in order to be eligible to remain as public housing tenants.
- 4. Public Housing is intended for those whose incomes qualify them as low-income. Therefore, under current HUD regulations, HAPB may limit continued occupancy to families earning less than 80 percent of median income, especially if there are low- income families on the waiting list.
- 5. HAPB may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

### C. Live-In Aides

A family may include a live-in aide provided that such live-in aide:

1. Is determined by HAPB to be essential to the care and well-being of an elderly person, a near elderly person, or a person with disabilities,
2. Is not obligated for the support of the person (s), and
3. Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

1. Income of the live-in aide will not be counted for purpose of determining eligibility or level of benefits.
2. Live-in aides are not subject to Non-Citizen Rule requirements.
3. Live-In aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of HAPB. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live in aide is needed for the care of the family member who is elderly (62 yrs. or older), near elderly (55-61 yrs. old) or disabled.

HAPB has the right to disapprove a request for a live-in aide based on the information in this ACOP.

### D. Citizenship/Eligibility Status

1. To be eligible for assistance each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)). Non-citizens who are ineligible for assistance may reside in public housing as a member of a mixed family.

A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

#### E. Social Security Number Documentation

Prior to admission, every family member regardless of age must provide HAPB with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. The Housing Authority may grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

- F. All adult household members must provide a picture identification issued by a government agency, such as a passport, drivers' license, state identification, military identification, etc. Proof of birth must be provided for all household members. An acceptable proof of birth shall be a birth certificate issued by a state or local government, Resident Alien Card, Naturalization Certificate. Birth certificates in languages other than English shall be translated.

#### G. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or HAPB to obtain from State Wage Information Collection Agencies (SWICAs) and HUD's Employment & Income Verification (EIV) System any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or HAPB to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed;
  - e. A statement authorizing release of information between HAPB and the Department of Children and Families;
  - f. A Student Information Waiver Form authorizing release of information between HAPB and the Broward County School Board to release information regarding attendance records and academic performance;

- g. A statement allowing the HAPB permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- h. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

#### H. Special College Student Eligibility Rules

In order to be eligible for public housing, college students living outside their parents or guardians homes must have established a separate household for at least one year prior to applying to the public housing program. This will be verified by presenting to the HAPB evidence of the establishment of the separate household.

The college student must not be claimed as a dependent by parents or guardians on their IRS returns. This will be verified by examining the student's IRS return for the previous year. HAPB will examine the box that asks if someone else claimed them on their tax return.

### 8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the public housing lease. HAPB will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, HAPB employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria. **24 CFR§ 960.202 – 205**
- B. HAPB will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent and any utility payments;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - 3. Recent criminal convictions in the previous five years by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. 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

6. History of abusing drugs and alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
  7. Comply with necessary and reasonable rules and program requirements of HUD and HAPB.
- C. HAPB will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. HAPB will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse, co-head, and any other adult family members;
  2. A rental history check of all adult family members;
  3. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last ten years. Where the individual has lived outside the local area, HAPB may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by HAPB.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of HAPB who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to HAPB's action has expired without a challenge or final disposition of any litigation has occurred.

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing. HAPB will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list. HAPB will utilize Core Logic and the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

#### D. Qualified and Unqualified Applicants

1. Qualified families will be notified by HAPB of the approximate date of admission insofar as that date can be determined, however the date stated is an estimate and does not guarantee that applicants will be housed by that date. **24 CFR § 960.208**
2. Unqualified applicants will be notified in writing within 15 business days by a Notice of Rejection from HAPB, stating the basis for such determination and offering an opportunity for informal hearing. At the Informal Hearing the applicant can offer information about mitigating circumstances or mistakes in fact upon which HAPB decision was based. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process (**24 CFR § 960.208(a)**).

Applicants known to have a disability who are eligible but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

#### **8.4 GROUNDS FOR DENIAL**

HAPB is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent, and/or currently owes money to another housing authority;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
  - a. If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.
- F. Have a history of disturbing neighbors or destruction of property;

- G. Applicants who owe money to HAPB or any other housing authority must repay the full amount within 10 days of notification by HAPB. Failure to repay the full amount within 10 days will be cause for rejection;
- H. 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;
- I. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaged in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current. **24 CFR § 960.204 (a) (2);**
- J. The Housing Authority of Pompano Beach determines that it has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. **24 CFR § 960.204 (a) (2);**
- K. Have engaged in or threatened abusive or violent behavior towards any Housing Authority of Pompano Beach staff member or resident;
- L. Fugitive felons, parole violators, and persons 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 individual flees;
- M. Any member of the household’s abuse or pattern of abuse of alcohol, or drugs may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. **24 CFR § 960.204.(a)(4)**<sup>1</sup>
- N. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing, **24 CFR § 960.204 (a)(3);**
- O. **Denied for Life:** Has a lifetime registration under a State sex offender registration program, **24 CFR § 960.204(a) (4).**
- P. In addition to the HUD-required rejections for criminal activity, HAPB will reject applicants if HAPB determines that:
  - 1. Any household member has ever been convicted of arson or child molestation; or **24 CFR § 960. 203. (c)(3)**

<sup>1</sup> HAPB must be able to show a relationship between the applicant household member’s abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

2. Any household member has a criminal conviction in the past five years that involves drugs, or crimes of violence to persons or property; **24 CFR § 960.203.(c)**

3. Crimes of violence to persons or property would include but not be limited to homicide or murder, destruction of property or vandalism, burglary, robbery or theft, drug trafficking, manufacture, use or possession, threats or harassment, assault or fighting, domestic violence, weapons offenses, criminal sexual assault, home invasion. **24 CFR § 960.203**

Q. Applicants must be able to demonstrate the ability and willingness to comply with the terms of HAPB lease, either alone or with assistance that they can demonstrate they will have at the time of admission.<sup>2</sup> Availability of assistance is subject to verification by HAPB. **24 CFR § 8.2, Definition, Qualified Individual with Handicaps**

R. Screening applicants who claim mitigating circumstances other than criminal behavior.

1. If negative information is received about an applicant, HAPB shall consider the time, nature, and extent of the applicant's conduct and mitigating circumstances that might indicate a reasonable probability of favorable future conduct. **24 CFR § 960.203(d).**

2. Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

3. HAPB will consider whether individuals with negative behavior in the past 5 years can document that they have been rehabilitated.

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Housing Authority of Pompano Beach may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;

<sup>2</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for HAPB to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.



2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, Housing Authority of Pompano Beach will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

Before the Housing Authority of Pompano Beach denies admission to the Housing Authority of Pompano Beach's public housing program on the basis of a criminal record, the Housing Authority of Pompano Beach must notify the household of the proposed action and must provide the person with the criminal record (i.e., a child) and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have **10** calendar days to dispute the accuracy and relevance of the record in writing. If the Housing Authority of Pompano Beach does not receive the dispute within the allotted time, the applicant will be denied.

## **8.5 INFORMAL REVIEW**

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

The informal review may be conducted by any person designated by HAPB, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to their denial. HAPB staff will document the objection and the resident will sign an acknowledgement affirming it to be correct/true. HAPB must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that HAPB provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **Chapter 9 - MANAGING THE WAITING LIST**

### **9.1 OPENING AND CLOSING THE WAITING LIST**

Generally speaking, HAPB maintains a perpetually open waiting list for its public housing program. However, in the very rare instance that HAPB does close the waiting list and needs to open it once again, it shall follow the following procedures.

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

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

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

### **9.2 ORGANIZATION OF THE WAITING LIST**

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

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

### **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family reaches the top of the waiting list the HAPB Property Manager will invite the family in for an appointment to re-verify the information contained in their original application and to collect a security deposit and first month's rent. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Housing Authority of Pompano Beach must notify the family in writing of this determination and give the family the opportunity for an informal review.

#### **9.4 PURGING THE WAITING LIST**

HAPB will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom HAPB has current information, i.e. applicant's address, family composition, income category, and preferences.

#### **9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

HAPB will not remove an applicant's name from the waiting list unless:

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

#### **9.6 MISSED APPOINTMENTS**

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

HAPB will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule for good cause. When good cause exists for missing an appointment, HAPB will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.7 NOTIFICATION OF NEGATIVE ACTIONS**

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

## Chapter 10 - TENANT SELECTION AND ASSIGNMENT PLAN

### 10.1 PREFERENCES

HAPB will select families based on the following preference within each bedroom size category and based on our local housing needs and priorities.

Preferences establish the order of applicants on the waiting list. An admission preference does not guarantee admission. Every applicant must still meet HAPB Selection Criteria before being offered a unit. Preferences will be granted to applicants who are otherwise qualified and who, at the time offer (immediately prior to execution of a lease), are verified to meet the definitions of the preferences described below.

#### A. Local Preference based on Income Targeting

There is one local preference in effect based on ranges of income as required by Federal law. Applicants will be grouped as follows:

1. **Tier I:** Families considered Extremely Low Income (see updated definition in Glossary (chapter 25), with incomes between 0% and 30% of area median income or whose incomes fall at or below the HHS poverty threshold (this group **must** constitute at least 40% of all admissions in any year) **24 CFR § 960.202;**
2. **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).

#### B. Ranking Preferences **24 CFR § 960.206**

Ranking preferences are used to sort among applicants within the Local Preference income tiers. HAPB has established several ranking preferences for the Family Site (OCB). In order, they are:

1. Working Preference: 5 points
2. Pompano Beach City Resident: 4 points

Points may be combined for a total of 9 points.

In addition, the HAPB Board of Commissioners may, at any time, determine that victims of federally declared disaster shall receive an admission preference and be placed at the top of the waiting list. Such families shall be admitted on a one-for-one ratio with existing families on the waiting list.

Families that do not qualify for an admission preference will be categorized as non-preference families.

#### C. Definition of Ranking Preferences

1. Verified Employment Preference: HAPB defines Employment Preference to include all

applicant families where at least one adult member has been continuously employed for the previous twelve months while working at least 30 hours per week. This preference is also granted to all applicant families where the head of household, spouse, co-head or sole member is age 62 or older or disabled.

2. City of Pompano Beach Resident: HAPB defines the Resident Preference to include all applicant families where the head of household, spouse or co-head is a verified resident of the City of Pompano Beach, is verified to be working in the City of Pompano Beach or verified to have a job offer in the City of Pompano Beach. Residency will be verified by a voter registration card, documentation of utilities in the family's name, or third party verification from a landlord. As a last resort, HAPB will conduct a home visit to verify residency. Employment will be verified through HUD's Enterprise Income Verification (EIV) system or through third party verification. Pay stubs will be used to verify the preference only if EIV or third party verification are unavailable. Three months of pay stubs must be provided by the applicant. Verification of a job offer will be through third party verification.

## **10.2 ASSIGNMENT OF BEDROOM SIZES**

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

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

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

- A. Children of the same sex will share a bedroom unless the size of the bedroom is less than 120 square feet.
- B. Children of the opposite sex, both under the age of 7, will share a bedroom unless the size of the bedroom is less than 120 square feet. Adults (over age eighteen) of the same sex share a bedroom;
- C. Adults (over age eighteen) of opposite sexes who are spouses or co-heads share a bedroom;
- D. Adults (over age eighteen) of opposite sexes who are not spouses or co-heads of household do not share a bedroom although they may do so at the request of the family.

A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family. Exceptions to the largest permissible apartment size may be made in case of reasonable accommodations for a person with disabilities. Foster adults and/or foster children will not be required to share a bedroom with family members. Live- in aides may be provided a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. HAPB will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for three years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. HAPB will allow the larger size unit as a reasonable accommodation.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **10.3 SELECTION FROM THE WAITING LIST**

- A. All otherwise eligible applicants will be assigned to the waiting list according to date and time of formal, completed application, unit size and type required, and the preference status.

## B. Application of Ranking Preferences on the Waiting List

<u>Preferences</u>	<u>Point Value</u>
Working Preference	5
City of Pompano Beach Resident	4

Eligible applicants with preference points will go to the top of the list in order of 1) total points and 2) date of completed application. All other eligible applicants will be selected based on the date of their completed application as well as the availability of the housing type requested.

### **10.4 DECONCENTRATION POLICY**

It is HAPB 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. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

### **10.5 DECONCENTRATION INCENTIVES**

HAPB may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

### **10.6 OFFER OF A UNIT**

When HAPB discovers that a unit will become available, the Housing Authority will contact the first family on the waiting list who has the highest priority for this type of unit or development.

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

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

#### **10.7 REJECTION OF UNIT**

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. However, the family may only exercise their rejection right once. If the family rejects the second unit offered, the family will be removed from the waiting list. The family will be offered the right to an informal review of the decision to alter their application status. The family must have the first month's rent, and deposit.

#### **10.8 ACCEPTANCE OF UNIT**

The head of household and all family members (14 & over) must attend the Lease and Occupancy Orientation at the time of lease signing. The family will not be housed if all family members (14 & over) have not attended the lease signing and orientation. Failure of an applicant or an adult family member to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

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

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

The family must pay a security deposit at the time of lease signing. The security deposit will be based upon the flat rent amount applicable to the bedroom size. Each family is required to pay a security deposit prior to occupying a unit. In the case of a move within public housing, the security deposit for the first unit will not be transferred to the second unit, and shall be refunded less any damage charges within 15 days of the transfer.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.



## **Chapter 11 - INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, HAPB adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, HAPB subtracts all allowable deductions (allowances) to determine the Adjusted Income used to calculate the Total Tenant Payment.

### **11.1 INCOME**

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
2. **The most recent 12 months of income information in HUD's Enterprise Income Verification (EIV) system, or based on income not available in EIV during the same 12 month time period.**
3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12- month period (e.g. seasonal or cyclic income), or HAPB believes that past income is the best available indicator of expected future income, HAPB may annualize the income anticipated for a shorter period, subject to a re- determination at the end of the shorter period.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. **Families may self-declare the value of assets that do not exceed \$5,000 in value and also the amount of income anticipated from such assets. The family declaration of assets less than \$5,000 may be done through the original application or annual recertification documentation that must be signed by all adult household members.** For assets valued over \$5,000, HAPB must verify the value through documentation, such as bank statements.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. TANF assistance
  1. Imputed TANF income
    - a. A family's annual income includes the amount of imputed TANF income (because of a specified TANF benefits reduction, as specified in notice to HAPB by the TANF agency) plus the total amount of other annual income.
    - b. At the request of HAPB, the TANF agency will inform HAPB in writing of the amount and term of any specified TANF benefit reduction for a family member, and the reason for such reduction, and will also inform HAPB of any subsequent changes in the term or amount of such specified TANF benefit reduction. HAPB will use this information to determine the amount of imputed TANF income for a family.
    - c. A family's annual income includes imputed TANF income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the TANF benefits reduction (as specified in information provided to HAPB by the TANF agency).

- d. The amount of the imputed TANF income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed TANF income, the imputed TANF income is reduced to zero.
- e. HAPB will not include imputed TANF income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that HAPB has calculated the amount of imputed TANF income in accordance with HUD requirements, and if HAPB denies the family's request to modify such amount, then HAPB shall give the resident written notice of such denial, with a brief explanation of the basis for HAPB determination of the amount of imputed TANF income. HAPB notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed TANF income in order to obtain a grievance hearing.
- g. Relations with TANF agencies
  - 1) HAPB will ask TANF agencies to inform it of any specified TANF benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent TANF agency determination affecting the amount or term of a specified TANF benefits reduction. If the TANF agency determines a specified TANF benefits reduction for a family member, and gives HAPB written notice of such reduction, the family's annual incomes shall include the imputed TANF income because of the specified TANF benefits reduction.
  - 2) HAPB is responsible for determining the amount of imputed TANF income that is included in the family's annual income as a result of a specified TANF benefits reduction as determined by the TANF agency, and specified in the notice by the TANF agency to the housing authority. However, HAPB is not responsible for determining whether a reduction of TANF benefits by the TANF agency was correctly determined by the TANF agency in accordance with TANF program requirements and procedures, nor for providing the opportunity for review or hearing on such TANF agency determinations.
  - 3) Such TANF agency determinations are the responsibility of the TANF agency, and the family may seek appeal of such determinations through the TANF agency's normal due process procedures. HAPB shall rely on the TANF agency notice to HAPB of the TANF agency's determination of a specified TANF benefits reduction.

7. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## **11.2 ANNUAL INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance, including any mandatory fees and charges in addition to tuition, paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;

4. 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, resident initiatives coordination, and serving as a member of HAPB governing board. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

- c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. Earned Income Disregard (EID): The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following apply:

- a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the HAPB in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
- b. Once a family member is determined eligible for the EID, the 24-month calendar period starts and the EID benefit is limited to a lifetime 24-month period.
- c. During the 24-month period, EID benefits are recalculated based on changes to family member income and employment.
- d. If the family member discontinues the employment that qualified him/the family for the EID, the 24-month calendar period continues.
- e. During the first 12-month period, HAPB must exclude all increased income resulting from the qualifying employment of the family member.
- f. After the first 12-month period, HAPB must exclude from annual income of the family at least 50% of any increase in income over the family's income before the qualifying event.
- g. At the end of the 24-month period, the EID ends regardless of how many months were "used."

The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission.

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

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under HHS's Low-Income Home Energy Assistance Program
  - f. Payments received under the Job Training Partnership Act
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
  - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
  - i. Amount of scholarships awarded under Title IV including Work Study
  - j. Payments received under the Older Americans Act of 1965

- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of childcare under the Childcare and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Any allowance paid under the provisions of **38 U.S.C. 1805** to a child suffering from spina bifida who is the child of a Vietnam veteran
- q. 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; and
- r. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
- s. Income from a live-in aid. 24 CFR 5.403
- t. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse).

### **11.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.



3. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

#### **11.4 COOPERATING WITH TANF/WORKFORCE AGENCIES**

HAPB will make its best efforts to enter into cooperation agreements with local TANF agencies under which the TANF agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to HAPB concerning TANF benefits for families applying for or receiving assistance in our housing assistance programs.

## **Chapter 12 - VERIFICATION**

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

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's Section 214 certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified first by third-party verification. This type of verification includes HUD's Enterprise Income Verification system (or any other system that replaces the EIV system). EIV will be used first to verify all income types available in the system. If income information or other information is not available through EIV, third party written verification will be used. With third party written verification, HAPB will request verification directly from the source, without going through the family. Third party written verification may be obtained via mail, direct access to another organization's computer system, or via facsimile. HAPB will document instances where third party written verification is not available and will attempt to obtain the information telephonically. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, HAPB will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if HAPB has been unable to obtain third-party verification in a 2-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

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

## 12.2 TYPES OF VERIFICATION

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

For a family with net assets equal to or less than \$5,000, HAPB will accept, for purposes of recertification of income, a family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income. HAPB still must obtain third-party verification for all family assets every three years.

Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, TANF, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program -whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	N/A Evidence of job start

### **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

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

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

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

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

Non-citizen students on student visas, though in the country legally, are not eligible to receive housing assistance, but may be part of a mixed family.

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

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

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

If HAPB determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 36 months from the date of eviction or termination.

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

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

The best verification of the Social Security number is the original Social Security card. If the card is not available, HAPB will accept letters from the Social Security Agency that establishes and states the number.

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

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided. If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to thirty (30) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

## **12.5 TIMING OF VERIFICATION**

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

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

## **12.6 FREQUENCY OF OBTAINING VERIFICATION**

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

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## **Chapter 13 - DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

[\(TOC\)](#)

### **13.1 FAMILY CHOICE**

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased due to circumstances beyond their control. Quitting one's job does not qualify the family for an interim change in rent before their next annual reexamination.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the HAPB will provide them with the following information whenever they have to make rent decisions:
  - 1. HAPB policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, HAPB will provide the amount of income-based rent for the subsequent year only the year HAPB conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **13.2 THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly gross income;
- B. 30% of the family's adjusted monthly income; or
- C. The minimum rent of \$50.

### 13.3 MINIMUM RENT

HAPB has set the minimum rent at \$50. If the family requests a hardship exemption, however, HAPB will suspend the minimum rent beginning the month following the family's request until the Housing Authority of Pompano Beach can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2. When the family would be evicted because it is unable to pay the minimum rent;
3. When the income of the family has decreased because of changed circumstances, including loss of employment beyond the tenant's control; and
4. When a death has occurred in the family.

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

C. Temporary hardship. If the Housing Authority of Pompano Beach 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 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority of Pompano Beach will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority of Pompano Beach will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

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

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



#### **13.4 THE FLAT RENT**

The Housing Authority of Pompano Beach (HAPB) (FL028) hereby amends its flat rent policies to comply with the statutory changes contained within, Public Law 113 – 76, the Fiscal Year 2014 Appropriation Act.

HAPB will set the flat rental amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80 percent of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs. The new flat rental amount will apply to all new program admissions effective October 20, 2014. For current program participants who pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at the next annual rental option.

HAPB will place a cap on any increase in a family's rental payment that exceeds 35 percent, and is a result of changes to the flat rental amount as follows:

- Multiply the existing flat rental payment by 1.35 and compare that to the updated flat rental amount;
- The PHA will present two rent options to the family as follows:
  - the lower of the product of the calculation and the updated flat rental amount; and
  - the income-based rent.

#### **13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the

maximum period of time for assistance under the provision is eighteen (18) months. HAPB will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, HAPB will provide additional search periods up to the maximum time allowable.

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

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

- Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
- Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."
- Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of this calculation is the "eligible subsidy."
- Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent. When the mixed family's TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP.

Note: A warning message will appear when the family's TTP is entered into field 10p of PIC. This warning message is a workaround for purposes of implementing this provision.

### **13.6 UTILITY ALLOWANCE**

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

The utility allowance will be subtracted from the family's income rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to HAPB. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

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

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

Families with high utility costs are encouraged to contact the Housing Authority of Pompano Beach 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.

In the event that a family's utility allowance is greater than the \$50 maximum rent, HAPB shall remit payment to the family for the difference. These payments will be made monthly via a bank debit card HAPB will issue the family. HAPB may elect to make these utility allowance payments on a quarterly basis if the total amount of utility reimbursements owed to a family for three months is less than \$45.

### **13.7 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the HAPB Manager's office. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

### **13.8 LATE PAYMENT OF RENT**

If a tenant fails to pay rent by the tenth calendar day of the month, a Notice to Vacate shall be issued to the tenant and a \$50 late fee shall be assessed. The Notice to Vacate shall provide the tenant fifteen calendar days in which to pay their rent in full, in addition to the \$50 late charge. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered as a non-payment of rent and will incur the late charge plus an additional charge of \$35 for processing costs. In addition, no further personal checks will be accepted from the resident.

If a tenant fails to pay their rent and late fee in full by the expiration of the 15 day notice HAPB will file a non-pay eviction and an additional late fee of \$50 will be assessed.

## **Chapter 14 - CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **14.1 GENERAL**

In order to be eligible for continued occupancy, each adult non-exempt family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement. Community service requirements are based solely on federal law. The eight hours of activity must be performed each month. An individual may not skip a month and then double up the following month unless special circumstances warrant it.

### **14.2 EXEMPTIONS**

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

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(l)(1) or 1614 of the Social Security Act (42 U.S.C. 416(l)(1)) and who certify that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members working at least 30 hours/week.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State TANF program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State TANF program, including welfare-to-work and who are in compliance with that program.

### **14.3 NOTIFICATION OF THE REQUIREMENT**

HAPB shall identify all adult family members who are apparently not exempt from the community service requirement.

HAPB shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status in writing. HAPB shall verify such claims. If a resident does not agree with HAPB's determination, he or she can appeal by following the Grievance Policy. Changes in exempt or non-exempt status of a resident shall be reported by the resident to HAPB within ten (10) calendar days of the change.

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. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 VOLUNTEER OPPORTUNITIES**

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

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

HAPB will coordinate with non-profits and social service agencies in identifying a list of volunteer community service positions.

Together with the Resident Advisory Board, HAPB may create additional volunteer positions.

#### **14.5 THE PROCESS**

At the annual reexamination, HAPB will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. A family member who is required to fulfill a service requirement must provide one of the following:
  - ❖ Documentation from a third-party;
  - ❖ Self-certification
- C. Thirty (30) days before the family's next lease anniversary date, the Housing Manager will determine whether each applicable adult family member is in compliance with the community service requirement.
- D. HAPB must validate a sample of self-certifications in accordance with Attachment C of PHI Notice 2016-06.

#### **14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

HAPB will notify any family found to be in noncompliance of the following:

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

## **Chapter 15 – RECERTIFICATIONS & RENT**

At least annually (with the exception stated in section 15.3.D.), HAPB will conduct a reexamination of family income and family composition. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size and (3) whether the family is in compliance with the Community Service requirements.

### **15.1 GENERAL**

HAPB will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

### **15.2 MISSED APPOINTMENTS**

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

### **15.3 FLAT RENTS**

HAPB should evaluate its flat rents by development and by bedroom size on an annual basis and if rent amount adjustments are deemed warranted, HAPB staff shall present such basis to the Board for appropriate action. The annual evaluation of flat rents must ensure that flat rents are fair and equitable.

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



- A. Each year at the time of the normal 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 amount.
- B. The amount of the flat rent.
- C. A fact sheet about income 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.
- D. Families who opt for the flat rent will be required to only go through the income reexamination process every three years, rather than the annual review they otherwise would undergo if their rent is calculated based on their income.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which HAPB expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent. Each year prior to their anniversary date, Housing Authority of Pompano Beach will send a reexamination letter to the family offering the choice between a flat and an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, HAPB may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with HAPB representative, the y may make the selection on the form and return the form to HAPB. In such case, HAPB will cancel the appointment.

## **15.4 THE INCOME METHOD**

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

Upon receipt of verification, HAPB will determine the family's annual income and will calculate their rent as described earlier.

For families with any amount of fixed income, HAPB may perform a streamlined income determination by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. However, a full reexamination must be done every three years for all sources of income.

Fixed incomes include:

1. Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
2. Federal, state local and private pension plans; and
3. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are substantially the same amounts from year to year.

## **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

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

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

If the family caused the delay, then any increase will be effective on the anniversary date.

Any reduction will be effective the first of the month after the rent amount is determined.

## **15.6 INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified. Families will be required to report any increase in income or decrease in allowable expenses between annual reexaminations. Only those increases greater than \$250.00 per month will result in a recalculation of the rent, unless the family has already been given an interim decrease in rent. If an interim decrease in rent has been processed, all increases will result in a recalculation of the rent until the family's rent equals the family's highest rent amount.

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

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

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. HAPB will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with [Section 15.8](#).

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

### **15.7 SPECIAL REEXAMINATIONS**

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

### **15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

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

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

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

## **Chapter 16 - UNIT TRANSFERS**

The transferring of families is a very costly procedure, both to HAPB and the families. However, it is the policy of HAPB to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Action goals of the HAPB.

For the purpose of this transfer policy the "losing development" refers to the unit from which the family is moving out and the "gaining development" refers to the unit which the family is transferring.

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding over-housing or over-crowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To eliminate vacancy loss and other expenses due to unnecessary transfers.

### **16.2 CATEGORIES OF TRANSFERS**

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

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

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

### **Mandatory Transfers**

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

If a family that is required to move refuses the offered unit, HAPB will evaluate the reason for the refusal and determine if it is one of good cause. If HAPB determines that there is no good cause, HAPB will begin lease termination proceedings.

HAPB will offer the family an opportunity for an informal conference before terminating the family's lease. The family will have 10 working days from issue date of the Notice to Terminate to request an informal conference.

### **HAPB Incentives for higher Income Families Transferring into Lower Income Developments**

HAPB will offer certain incentives to higher income families willing to transfer into lower income developments. HAPB will not take any adverse action against any higher income family declining an offer by HAPB to move into a lower income development, except for mandatory transfers where the family is to receive only one offer.

HAPB will offer the following incentives for higher income families into lower income developments:

1. HAPB will waive the security deposit.
2. HAPB will pay for the installation of telephone service
3. HAPB will pay for utilities hookup.
4. HAPB will allow occupancy standards of one child per bedroom.

### **16.3 DOCUMENTATION**

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

### **16.4 PROCESSING TRANSFERS**

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

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

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

Upon offer and acceptance of a unit, the family will execute all lease documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed five (5) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

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

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of HAPB and the family rejects an offer without good cause, HAPB will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet HAPB optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request, 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.

### **Transfers Between Non-Elderly Developments**

A transfer between non-elderly developments is generally based on an immediate need.

For this reason, the manager will advise the resident of the location where a suitable vacancy would be most apt to occur.

### **Transfers From Non-Elderly to Elderly Developments**

HAPB will consider all requests from elderly participants living in non-elderly developments who wish to transfer into an elderly development, provided there are no non-elderly family members to be considered.

HAPB will not approve a transfer request from an elderly member who wishes to move out of the non-elderly unit, which they occupy with non-elderly family, and into an elderly complex.

Such elderly family members will be encouraged to complete a new application for admission and the application will be treated in the same manner as other applicants desiring public housing assistance.

### **Transfers Between Elderly Developments**

Only in unusual cases will a family be transferred from one elderly development to another elderly development or to another unit within the same elderly development. An exception is made in the case of a person occupying an upstairs apartment for which it is a medical hardship to continue to climb stairs.

### **Transfers Within the Development**

HAPB does not allow residents to transfer from one unit to another within the same development, unless it is needed as a reasonable request as an accommodation for a family with a member with a disability.

This policy of not transferring is not to be confused with the provision of the lease, which requires the resident, at the request of management, to move to an appropriate size unit.

### **Transfers During Initial Occupancy**

A resident cannot transfer to another unit until the initial occupancy period of 1 year has been attained, unless it is a category A, or B transfer request. After the initial 1 year period has been attained transfers are to be considered in accordance with other transfers.

### **Losing Developments**

Transfers to another development will be processed in the same manner as move-outs. The name of the transferred resident and the name of the development s/he transferred to, with other required information, will be reported as a move-out on the Vacancy Report.

### **Gaining Developments**

Transfers from other developments will be processed in the same manner as move-ins, including a new lease. The name of the transferred resident and the name of the development s/he transferred from, with other required information will be reported as move-in on the Vacancy Report.

The transferred resident, between public housing developments, does not have to meet the admission eligibility requirements pertaining to income or preference.



## **16.5 COST OF THE FAMILY'S MOVE**

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

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

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

- E. When the transfer is needed in order to carry out rehabilitation activities; or
- F. When action or inaction by HAPB has caused the unit to be unsafe or uninhabitable.

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

Security deposits will always be transferred from the losing development to the gaining development minus any damage or cleaning charges applicable to the losing unit.

### **Rent Adjustments of Transferred Residents**

HAPB will notify the resident of the rent change by use of the Notice of Rent Adjustment Letter.

### **Reexamination Date**

The date of the transfer does not change the reexamination date. The gaining development will conduct an interim examination, verifying the income only.

## **16.6 TENANTS IN GOOD STANDING**

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

## **16.7 TRANSFER REQUESTS**

Transfer lists will be maintained at each HAPB property by the respective Property Managers. A tenant may request a transfer at any time by completing a transfer request form and submitting the completed form to their current Property Manager. In considering the request, the Property Manager may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. HAPB will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

HAPB will grant or deny the transfer request in writing within a reasonable time. If the transfer is approved, the family's name will be added to the transfer waiting list. If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

## **16.8 TRANSFER REQUEST PROCEDURE**

Residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. The property manager will evaluate the request to determine if a request falls within the policy and then forward it on to the Assistant Director of Operations for final approval.

The approved request for transfer form will be kept in a file arranged in chronological order by bedroom size.

Mandatory transfers due to occupancy standards will be maintained on the transfer list in a manner that allows HAPB to easily distinguish between those that are not mandatory.

If the request is denied, the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference.

## **16.9 PROCESSING IN AND OUT OF DEVELOPMENTS**

There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both developments carry the resident on their books at the same time.

## **16.10 RIGHT OF HAPB IN TRANSFER POLICY**

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

## **Chapter 17 - INSPECTIONS**

An authorized representative of HAPB and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Housing Authority of Pompano Beach file and a copy given to the family member. An authorized Housing Authority of Pompano Beach representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority of Pompano Beach damages to the unit.

### **17.1 MOVE-IN INSPECTIONS**

HAPB and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

### **17.2 ANNUAL/INSPECTIONS**

HAPB will inspect each public housing unit at least twice annually to ensure that each unit meets HUD housing standards and that the family is maintaining the unit in a safe and sanitary condition. Work orders will be submitted and completed to correct any deficiencies. These inspections are intended to keep units in good repair. It checks weatherization; checks the condition of the smoke detectors, fire extinguishers, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to provide other 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 HAPB.

### **17.4 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, HAPB will give the tenant a 48 hour written notice.

### **17.5 EMERGENCY INSPECTIONS**

If any employee and/or agent of HAPB has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The employee(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.

## **17.6 PRE-MOVE-OUT INSPECTIONS**

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

## **17.7 MOVE-OUT INSPECTIONS**

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

## **Chapter 18 - PET POLICY**

### **18.1 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities.

Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

### **18.2 PETS IN PUBLIC HOUSING**

HAPB allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold HAPB harmless from any claims caused by an action or inaction of the pet. No pets are ever allowed on Housing Authority of Pompano Beach property without the prior approval of the Housing Authority.

### **18.3 APPROVAL**

Residents must have the prior written approval of the Housing Authority of Pompano Beach before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

### **18.4 TYPES AND NUMBER OF PETS (SEE HAPB PET POLICY)**

HAPB will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

One pet per unit will be allowed. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. No animal may exceed twenty (20) pounds in weight projected to full adult size. No dog, or dogs that are considered to be a vicious breed, or mixed breed such as a Pit Bull, or Rottweiler, or any other breed deemed by management to be vicious will be allowed on HAPB property.

## **18.5 INOCULATIONS**

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with HAPB to attest to the inoculations.

## **18.6 PET DEPOSIT**

A pet deposit of \$250 is required at the time of registering a non-caged or tanked pet. The deposit is non-refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

## **18.7 FINANCIAL OBLIGATION OF RESIDENTS**

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Housing Authority of Pompano Beach reserves the right to exterminate and charge the resident.

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

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas. Repeated substantiated complaints by neighbors or Housing Authority of Pompano Beach personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself. Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

## **18.9 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the HAPB designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

#### **18.10 MISCELLANEOUS RULES**

A pet may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the HAPB will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pet from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning a cat shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority of Pompano Beach employees, agents of the Housing Authority of Pompano Beach or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority of Pompano Beach. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority of Pompano Beach's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

#### **18.11 REMOVAL OF PETS**

HAPB, or an appropriate community authority, shall require the removal of any pet from a development if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the development or of other persons in the community where the development is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, HAPB has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.



## Chapter 19 - TRUANCY POLICY

### 19.1 PURPOSE

- A. To prevent or eliminate truancy among Housing Authority of Pompano Beach (HAPB) residents between the ages of 6 and 16 years and who are subject to compulsory school attendance, thereby increasing attendance, reduce the risk of early drop outs and improve academic performance.
- B. To establish enforcement components for the HAPB's Truancy Policy which provides for placing leaseholder parents/legal guardians with chronic truants, into the legal process for eviction. Eviction shall be the last resort in a comprehensive HAPB Truancy program to encourage school attendance and promote leaseholder accountability. This will be accomplished through HAPB's Lease provision that provides:

"The HAPB reserves the right to initiate eviction proceedings against any leaseholder, who has custody and control of a habitual truant violating the State of Florida's Compulsory Attendance provisions."

### 19.2 DEFINITIONS

- A. Truant – If a student has had at least 5 unexcused absences within a calendar month or 10 within 90 calendar days, a school team can determine that a pattern of truancy is developing.
- B. Habitual Truant – shall be defined as a child subject to compulsory school attendance and who has 15 unexcused absences within 90 calendar days with or without the knowledge of the student's parent.

### 19.3 PROCESS

- A. Notice to Families – The Housing Authority of Pompano Beach shall send a notice to all families before the school year to explain the HAPB Truancy Policy. All families under lease who have custody of school-aged children (6-16) shall be required to fill out the Student Information Waiver form attached to this policy.
- B. Referrals of Families by Broward County Public Schools to Housing Authority of Pompano Beach.
  - 1. Five (5) Day Unexcused Absences

- a. School personnel identify a child who has five (5) unexcused absences. A 5-day letter is sent to the family with a copy to HAPB. HAPB will forward the notice to the appropriate resident services and property management staff. The resident services youth counselor, or other resident services staff assigned to do so, will conduct a home visit and provide counseling to the family, including urging them to participate in intervention efforts of their school. With the home visit, the HAPB youth coordinator will counsel families regarding HAPB on-site social services and also make referrals to appropriate off-site social service agencies.
  - b. School personnel (social worker, truancy worker, counselors, etc.) shall make a concerted effort to involve the HAPB youth coordinator in the intervention process when student is determined to be exhibiting early patterns of truancy (having received a 5-day unexcused absence letter).
  - c. School personnel will notify HAPB if and when a Probably Cause Affidavit is filed on the adult parent for failure to comply with school attempts to include the parent in the intervention process and failure to address their child's attendance responsibilities. If a PCA is filed against an HAPB parent/leaseholder, as described above, HAPB will then automatically issue a 7-day curable notice for violation of the lease. In the event the parents/guardians fail to cooperate in the intervention process and the School Board fails to issue a PCA, HAPB retains the right to issue a 7- day curable notice under 3c below.
  - d. HAPB will work with the YMCA Family Management to receive notice when Case Staffing recommends a "Child In Need of Services" (CINS) petition (youth aged 10-17 who are ungovernable, habitual truant, and runaway).
2. Demonstration of Parent/Guardian Efforts to Cure Lease Violation:
- a. Parent/guardian must be receptive to counseling and assistance from HAPB Resident Services staff.
  - b. Parent/guardian must have demonstrated that they have been receptive to and willing to work with HAPB referrals to outside agencies, if needed, to assist/counsel the student and family.
  - c. Parent/guardian must demonstrate they have cooperated with school officials in an effort to cure the child/student's truancy pattern (as part of the school's intervention efforts) and that HAPB can verify this cooperation with school officials.
  - d. If the parent/guardian/tenant successfully complies with items a-c above, HAPB will continue to work with the family to cure the truancy lease violation and not proceed to eviction. However, if the parent/guardian (HAPB resident) fails to demonstrate compliance with a-c above, HAPB reserves the right to file an eviction in court for failure to cure the lease violation.
3. Delay in enforcing this policy – This policy shall go into effect for the 2011-2012 academic year: However, HAPB staff shall not pursue any lease enforcement pursuant to this policy during the first two quarters of the 2011-2012 academic year.

#### **19.4 Prohibition Against Signing a Declaration of Intent to Terminate School Enrollment**

Currently Florida law states that when a student reaches 16 years of age he/she is no longer required to attend school if he/she files the required formal declaration of intent to terminate school enrollment with the school district ***and the declaration is signed by the parent.***

The declaration must acknowledge that leaving school will likely reduce the student's earning potential. The school district is required to notify the child's parent or legal guardian that the student has filed a declaration of intent to leave school.

HAPB hereby prohibits any adult leaseholder from signing such a declaration authorizing their child to drop out of high school prior to the age of 18 unless enrolled in an alternative educational institution.

**19.5 Parental Waiver Form (required for the School Board to release information to HAPB)**

**Student Information Waiver Form**  
(complete a form for each child aged 6-16)

Child's Name: \_  
(Last) (First) (Middle)

Date of Birth \_\_\_\_\_

Current School \_\_\_\_\_ Teacher \_\_\_\_\_

Grade \_\_\_\_\_

Parent/Guardian:

(Last) (First) (Middle)  
Relationship to child: \_\_\_\_\_

Address:

(Street) (City) (Zip)  
Home Phone: \_\_\_\_\_

Email Address:

Does your child participate in the free / reduced lunch program? Yes / No

## Chapter 20 - SMOKING POLICY

The ultimate goal of the Housing Authority of Pompano Beach (HAPB) is that all its properties will have smoke-free interiors with severely limited outside smoking. Concerns for the negative effects of second-hand smoke on staff, residents and vendors, along with the financial impact continued smoking has on maintenance costs, is the basis for this policy.

HAPB's Non-Smoking Policy which prohibits Resident, members of Resident's household, guests (as defined herein) or other persons under Resident's control from smoking in designated areas, including but not limited to all units, hallways, elevators, community rooms, community bathrooms, lobbies, reception areas, offices, laundry rooms, and any other common areas, and within fifteen (15) feet of any building(s), including but not limited to entry ways, porches, balconies, patios and/or storage areas.

**A. DEFINITION OF SMOKING:** "Smoking" means inhaling exhausting, burning or carrying any lighted cigar, cigarette, pipe or other smoking device for burning tobacco or any other plant.

**B. REGULATION OF INDOOR SMOKING:** Smoking is prohibited from all indoor and enclosed personal and public spaces on the property. This includes, but is not limited to, apartment units, hallways, common areas, elevators, entrances, exits, restrooms, closets, office space, pool areas and other recreational spaces within the property boundaries. **The Smoke-Free policy is effective immediately.**

### **C. CURRENT SMOKERS**

All private apartment spaces shall be smoke free. Violation of this policy may result in formal warnings issued to the leaseholder, whether or not they are the individual in violation of the rules. The lease will contain language designed to prohibit smoking in any and all interior areas of the HAPB properties. Smoking will be limited to outdoor designated smoking areas only, if applicable.

### **D. REGULATION OF OUTDOOR SMOKING**

Smoking shall be prohibited in all outdoor areas with the exception of any "designated smoking areas" marked by signage to that effect. The outdoor designated areas will remain available at all times.

### **E. COMMUNICATION OF SMOKE FREE POLICY**

The Smoke Free Policy will be communicated to all residents immediately following approval by the HAPB Board of Commissioners.

### **F. SMOKING CESSATION ASSISTANCE PROGRAMS**

The Housing Authority of Pompano Beach recognizes the difficulties many individuals have

with quitting smoking. Any resident interested in participating in a smoking cessation program or seeking information on quitting shall have access to programs presented by HAPB partners, including the Tobacco Prevention Program in Broward County.

**G. PENALTIES FOR VIOLATION OF THE SMOKE FREE POLICY**

As with all HAPB House Rules, residents are expected to follow the rules or face progressive actions. No more than two (2) 7 day curable notices will be delivered. Should a third violation occur within a 12 month period, eviction proceedings will begin.

It is the intent of the Housing Authority of Pompano Beach that reasonable efforts will be made prior to commencing eviction proceedings against any resident or leaseholder. However, the rules must be enforced as part of the lease contract. **To that end, eviction will occur when formal and documented warnings are ignored.**

## **Chapter 21 - FAMILY DEBTS TO THE PHA AND REPAYMENT AGREEMENTS**

### **12.2 REPAYMENT AGREEMENTS AND PENALTIES FOR UNDERREPORTING OF INCOME**

#### **A. TENANT REPAYMENT AGREEMENTS**

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

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

1. Reference to the paragraphs in the HAPB lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both
2. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the HAPB
3. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income
4. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

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

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

### **Repayment Time Period**

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

### **Repayment Options**

Tenants have the option to repay the retroactive rent balance as follows:

1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of 1 and 2 above

For payment of the charges, HAPB may:

1. Conduct a conference to determine what the tenant can afford to repay each month
2. Repayment agreements will be executed by the Property Manager only after approval of Director of Asset Management

With exception of extreme circumstances approved by the Director of Asset Management, all repayment agreements must be paid within a maximum of eighteen (18) months.

### **Late Payments**

A payment will be considered to be in arrears if:

1. The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, HAPB will:

1. Terminate tenancy

### **Payment Schedule for Monies Owed to HAPB**

There are some circumstances in which the HAPB will not enter into a payment agreement.

They are:

1. If the family already has a payment agreement in place
2. If HAPB determines that the family has committed significant, willful program fraud

### **Guidelines for Payment Agreements**

Payment agreements will be executed between HAPB and the head of household only.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Director of Asset Management.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:



1. Family size exceeds the maximum occupancy guidelines
2. A natural disaster
3. Housing Authority mandated

**Additional Monies Owed**

If the family has a payment agreement in place and incurs an additional debt to HAPB:

1. HAPB will not enter into more than one payment agreement at a time with the same family.

**B. WRITING OFF DEBTS**

Debts for former residents will be written off if HAPB determines that the repayment is doubtful.

## **Chapter 22 - LEASE TERMINATION**

HAPB may terminate a lease for a family because of the family's action or failure to act. This Chapter describes when HAPB is authorized or required to terminate a lease, when a family may terminate a lease and the HAPB's policies for the denial of a lease renewal.

### **22.1 TERMINATION BY THE HOUSING AUTHORITY OF POMPANO BEACH**

The lease terminates automatically if the family moves from the unit, if HAPB evicts the family for cause or if for any other reason the lease term is not renewed at the end of the lease term.

#### **A. Mandatory Termination**

HAPB must terminate a lease for the following violations:

1. If any member of the family fails to sign and submit to HUD or HAPB required consent forms for obtaining information.
2. If any member of the family fails to sign and/or provide appropriate documents to complete an annual re-examination.
3. If no member of the family is a U.S. citizen or eligible immigrant.
4. If any family member violates the terms of the lease which constitute grounds for termination [24 CFR 966.4].
5. Any conviction for the manufacture of Methamphetamines on any federally assisted property anytime in the past or currently. (See Section 22.3 Zero Tolerance/One Strike)
6. Actual physical abuse or violence against members of the household, against residents of the development or their guests or against HAPB staff, its contractors or agents. (See Section 22.3 Zero Tolerance/One Strike)
7. HAPB will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

The Violence against Women Reauthorization Act of 2005 (VAWA), provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate family member of the tenant's family is the victim or threatened victim of that abuse." VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not limit HAPB's authority to terminate the tenancy of any tenant if HAPB can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

#### B. Grounds for Termination of Lease

HAPB may terminate a lease at any time for a tenant who seriously or repeatedly violates the lease terms, including, but not limited to any of the following:

1. Nonpayment of rent or other charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas, or repeated late rental payments.
2. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.
3. Assignment/subletting of the premises or permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of HAPB.
4. Use of the premises for purposes other than as a dwelling unit (other than for HAPB- approved resident businesses).
5. Failure to allow inspection of the unit or to pass annual inspections with adequate notices to correct.
6. Failure to maintain the unit in a safe and sanitary manner.
7. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts.
8. Serious criminal activity, including drug-related criminal activity, or alcohol abuse, which HAPB determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents in the immediate vicinity of the premises or HAPB staff.
9. Non-compliance with Non-Citizen Rule requirements.
10. Non-compliance with HAPB's Truancy Policy.
11. Non-compliance with HAPB's Non-smoking Policy.
12. Other good cause.

#### C. Housing Authority Discretion

In deciding whether to terminate a lease because of action or failure to act by members of the tenant, HAPB should consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual tenant members, the length of time since the violation occurred and more recent record of compliance and the effects of termination of assistance on other tenant members who were not involved in the action or failure to act.

However, mandatory terminations if the tenant moves from the unit, if HAPB evicts the tenant for cause or if for any other reason the lease term is not renewed at the end of the lease term does not allow for HAPB discretion to consider circumstances.

HAPB may impose, as a condition of continued assistance for other tenant members, a requirement that tenant members who participated in, or were culpable for the action or failure, will not reside in the unit. HAPB may permit the other members of a tenant to continue in the program except where expressly prohibited such as failure to perform the required community service or certain other criminal behavior including drug trafficking.

#### D. Grounds for Refusing Renewal of Lease

HAPB will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

All adults residing in the unit except those who are exempt, are obligated to perform eight (8) hours of community service per month for a cumulative requirement of ninety-six (96) hours for the term of the lease, one (1) year [24 CFR Part 5 Subpart F].

### **22.2 TERMINATION BY THE TENANT/TENANT OBLIGATIONS**

The tenant may terminate the lease at any time upon submitting a 30-day written notice or may inform the HAPB of their intention not to renew the lease upon completion of the lease term. All outstanding obligations under the lease must be met, before the HAPB will accept the lease termination and refund any deposits due the tenant.

If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

#### A. Tenant Obligations

1. The tenant must supply any information that HAPB or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR, part 5). "Information" includes any requested certification, release or other documentation.
2. The tenant must supply any information requested by HAPB or HUD for use in a regularly scheduled re-examination or interim re-examination of tenant income and composition in accordance with HUD requirements.
3. The tenant must disclose and verify Social Security Numbers as provided by 24 CFR part 5 and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 and 24 CFR, part 5.
4. All information supplied by the tenant must be true and complete.
5. The tenant is responsible for any violations of state and local habitability codes caused by the tenant.
6. The tenant must allow the HAPB to inspect the unit at reasonable times and after reasonable notice.
7. The tenant may not commit any serious or repeated violation of the lease.

8. The tenant must notify the site manager before the tenant moves out of the unit or terminates the lease on notice to the HAPB.
9. The tenant must use the unit for residency by the tenant. The unit must be the tenant's only residence.
10. The composition of the tenant residing in the unit must be approved by the HAPB. The tenant must promptly inform the HAPB of the birth, adoption or court-awarded custody of a child and provide legal documentation. The tenant must request HAPB approval to add any other tenant member as an occupant of the unit.
11. The tenant must promptly notify the HAPB if any tenant member no longer resides in the unit.
12. If the HAPB has given approval, a foster child or live-in aide may reside in the unit. If the tenant does not request approval, or HAPB approval is denied, the tenant may not allow a foster child or live-in aide to reside with the assisted tenant.
13. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the tenant and are permitted by State and local codes.
14. The tenant must not sublease.
15. The tenant must not assign the lease or transfer the unit.
16. The family must supply any information or certification requested by the HAPB to verify that the family is living in the unit, or relating to family absence from the unit, including any HAPB requested information or certification on the purposes of family absences. The family must cooperate with HAPB for this purpose. The family must promptly notify the HAPB of absence from the unit.
17. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
18. The members of the family may not engage in drug-related criminal activity or violent criminal activity.
19. The members of the family may not engage in alcohol abuse, which threatens the safety, health and enjoyment of the premises by others or HAPB staff.
20. A family, or members of the family, may not occupy LRPB while receiving another housing subsidy for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance programs.
21. Every covered adult member of the family must perform eight (8) hours of community service as approved by HAPB each month.
22. The tenant must be in compliance with the HAPB Truancy Policy and Non-Smoking Policy.

## B. Enforcing Tenant Obligations

The term "Promptly", when used with Tenant Obligations always means "within ten (10) days". Termination of a lease is always optional except where this Plan or the regulations state otherwise.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

- If the Property Manager has documented serious or repeated violation of the lease.
- If the Property Manager notified the tenant of termination of the lease for serious or repeated lease violations and the tenant moves from the unit prior to the completion of court action.
- If there are police reports, neighborhood complaints or other third party information, and the HAPB has verified the information.

### **22.3 ~~ZERO TOLERANCE~~/ONE STRIKE POLICY**

## **22.4 ABANDONMENT**

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

- A. Some or all of utilities have been turned off;
- B. A dramatic reduction in utility/electric bills;
- C. Repeated failure to contact the resident;
- D. Incarceration or sentencing of the head of household for more than 30 days;
- E. No personal possessions remaining in the apartment.

The Housing Authority of Pompano Beach will attempt to notify the next of kin as identified on the participant family's application and will post a fifteen (15) day notice at the abandoned unit. The fifteen (15) day notice shall inform the participant family of the Authority's intention to terminate the lease and related actions. If the participant family does not respond to the notice within five days, the family's lease will be terminated and the Authority will enter the unit to remove any remaining personal possessions. HAPB may remove and dispose of any personal property, left in resident's dwelling or elsewhere on HAPB property, as provided in Chapter 83, Part II, Florida Statutes, as may be amended, after resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to resident or assessed against resident's security deposit, unless in HAPB's sole discretion, it is determined that documented conditions existed which prevented resident from occupying the dwelling

## **22.5 RETURN OF SECURITY DEPOSIT**

After a family moves out, HAPB will return the security deposit within fifteen (15) days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in. HAPB 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 fifteen (15) days.

## Chapter 23 - COMPLAINTS, GRIEVANCES AND APPEALS

### 23.1 INTRODUCTION

This chapter describes the policies to be used when families disagree with a decision by the Housing Authority of Pompano Beach, (HAPB) based on any action, decision, or inaction by HAPB. It is the policy of HAPB to ensure that all families have the benefit of all protections due to them under the law.

If a Complainant does not follow the procedures set forth in this policy and/or does not request a hearing, then the Authority's action, inaction, or decision shall be considered final on part of HAPB. Failure of a Complainant to request a hearing does not constitute a waiver of his/her right to contest the Authority in an appropriate judicial proceeding.

**For all aspects of the grievance and appeals process, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use the grievance procedures equal to a non-disabled person.**

### 23.2 HAPB's selecting the hearing officer:

An impartial person shall conduct a grievance hearing as described below:

The HAPB Executive Director shall nominate an impartial person, or a slate of impartial persons to serve as a hearing officer. Such persons may include but not limited to professional arbitrators, mediators or others individuals deemed qualified. No person shall be listed on the slate of members unless such person has consented to serve as hearing officer and has been recommended by the Housing Authority of Pompano Beach Executive Director and approved by a majority vote from the Housing Authority of Pompano Beach Board of Commissioners. Nominees will be informed that they will be expected to recuse themselves from hearing grievances that involve personal friends, other residents of developments in which they work, reside, or grievances in which they have some personal interest.

### 23.3 GRIEVANCE PROCEDURES

#### 23.4.1 COMPLAINTS

HAPB will respond promptly to all complaints.

Complaints from Resident Families. If a resident family disagrees with an action or inaction of HAPB, complaints will be referred to the Property Manager or the Director of Asset Management, as appropriate. Complaints regarding the physical condition of the units may be reported to the Property Manager, Director of Asset Management. If the complaint cannot be resolved to the satisfaction of the resident, the resident shall have the right to appeal by following the grievance procedures outlined in Section C of this document.



Complaints from Staff. If a staff person reports that a family is violating or has violated a lease provision, or is not complying with program rules, the complaints will be referred to the Property Manager or the Director of Asset Management.

Complaints from the General Public. Complaints or referrals from persons in the community in regard to HAPB or a family will be referred to the Property Manager or Director of Asset Management, as appropriate.

#### **23.4.2 APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet HAPB's admission standards, or where HAPB does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination. The written notification will state that the applicant may seek an Informal Hearing.

Applicants must submit their request for an Informal Hearing **in writing** to Director of Asset Management within 5 working days from the date of the notification of their ineligibility. HAPB will then provide an Informal Hearing within 10 working days of receiving the applicant's request. HAPB will notify the applicant of the place, date, and time of the hearing.

An impartial Hearing Officer will conduct informal Hearings. The person who is designated as the Hearing Officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes. The Hearing Officer will consider the applicant's information, along with data compiled by HAPB. A determination will be made based upon the merits of the evidence presented by both sides.

Within 10 working days of the date of the Informal Hearing, the Hearing Officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

#### **23.4.3 TENANT GRIEVANCE POLICY AND PROCEDURES**

HAPB's Grievance Policy and Procedures: for 30-Day and 15-day Notices (Two-Part Process), and for 7-Day Notices (Expedited Process), shall be applicable to all individual grievances between the Resident and HAPB, except that it shall not apply to an order of eviction following a hearing in a court containing the elements of due process.\* Denial of the hearing process does not preclude the resident from exercising the right to seek redress directly through judicial procedures.

\* "Elements of Due Process" shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required;

- Adequate notice to the Resident of grounds for terminating the tenancy and for eviction;
- Opportunity for the Resident to examine all relevant documents, records, and regulations of the Authority prior to the trial for the purpose of preparing a defense;

- Right of the Resident to be represented by counsel;
- Opportunity for the Resident to refute the evidence presented by HAPB, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
- A decision on the merits.

Victims of domestic violence have access to the grievance process for an adverse action on admission to assisted housing, or termination of benefits of assisted housing. Only victims retain the right to the formal grievance process as provided under the Violence Against Women's Act (VAWA).

Furthermore, the grievance policy is not applicable to disputes between Residents not involving HAPB, nor of class action grievances. The policy and procedures are not intended as a forum for initiating or negotiating policy changes between individual Residents or a group of residents and HAPB's Board of Commissioners.

**The Grievance Process for a 30-DAY NOTICE to a resident is a two-part process:**

**1. Informal Conference:** The resident first requests an Informal Conference (an informal discussion of the problem) with the Property Manager and attempts to resolve the matter with the Director of Asset Management. The request may be presented orally or in writing to the Director of Asset Management. The request must be made within five (5) working days of the time the Resident was notified of an Authority action, or became aware of the condition, situation, or circumstance alleged in the grievance, in order that the grievance may be discussed informally and settled without a hearing if possible.

A summary of the discussion between the resident and Director of Asset Management will be prepared within a reasonable time following the Informal Settlement, not to exceed five (5) working days, and one copy will be given to the Resident and one retained in HAPB's Resident lease file. The summary will specify the following:

- The names of the participants
- The date of the meeting or meetings held between the participants
- The nature of the disposition thereof and the reason therefore
- The procedures by which a hearing under provisions of HAPB's policy may be obtained if the resident is not satisfied

**2. Formal Hearing:** If the resident is not satisfied with the decision of the Property Manager, the resident may then file a written request for a Hearing with HAPB's Hearing Officer within five (5) working days of receipt of the Director of Asset Management's written decision. The **written request** shall be hand delivered or mailed to the attention of HAPB's Hearing Officer, at HAPB's Administrative Office.

The written request shall specify:

- The reasons for the grievance;
- The action of relief sought from the HAPB; and
- Several dates and times in the following 10 days when the complainant can attend a grievance hearing.

The Hearing Officer will have ten (10) working days from receipt of the request in which to schedule the time, place, and date of the Hearing. The Hearing Officer will prepare of summary of the Informal Hearing within ten (10) working days of the Hearing, inclusive of the following:

- The names of the participants
- The date of the meeting held between the participants
- The nature of the disposition thereof and the reason therefore

**Hearing Process: Procedures governing the hearing: [966.56]**

The hearing shall be held before a hearing officer. The complainant shall be afforded a fair hearing, which shall include:

- The opportunity to examine before the hearing HAPB documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the HAPB does not make the document available for examination upon request by the complainant, the HAPB may not rely on such document at the grievance hearing.
- The right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf.
- The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the HAPB or project management, and to confront and cross examine all witnesses upon whose testimony or information the HAPB or project management relies; and
- A decision based solely and exclusively upon the fact presented at the hearing. [966.56(b)]
- The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56(c)]
- At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the HAPB must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed. [966.56(e)]
- The hearing officer shall conduct the hearing informally. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [966.56(f)]
- The hearing officer shall require the HAPB, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56(f)]

- The complainant or the HAPB may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56(g)]
- The HAPB must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant, which is required under this procedure, must be in an accessible format. [966.56(h)]

#### **23.4.4 DECISIONS**

The decision of the Hearing Officer shall be binding on HAPB which shall take all actions, or refrain from any actions, necessary to carry out the decision unless HAPB's Executive Director determines within a reasonable time, and promptly notifies the resident of its determination, that:

The grievance does not concern HAPB action or failure to act in accordance with or involving the resident's lease on HAPB regulations, which adversely affect the resident's rights, duties, welfare or status;

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

A decision by the Hearing Officer or Director of Asset Management in favor of HAPB or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter. [24 CFR 966.57]

#### **Miscellaneous matters related to the Tenant Grievance Policy and Procedures:**

Before a hearing is scheduled in any grievance involving the amount of rent which HAPB claims is due, the resident shall pay to HAPB an amount equal to the amount of rent due and payable as of the first of the month proceeding the month in which the act took place. The resident shall thereafter deposit the same amount of rent monthly in an escrow account established and maintained by HAPB, to be disbursed at the direction of the Hearing Officer at such time as the grievance is resolved by decision of the Hearing Officer.

If the resident fails to deposit the amount required, he or she shall have waived his or her right to a Hearing. However, HAPB in extenuating circumstances may waive these requirements. Unless so waived, the failure to make such payment shall result in a termination of the grievance procedure, provided however, that failure to make payment shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of his or her grievance in any appropriate judicial proceeding.

The Hearing Officer may render a decision without proceeding with the Hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

If the resident or HAPB fails to appear at a scheduled Hearing, the Hearing Officer, for good cause and in the interest of justice, may make a determination to postpone the Hearing for a period of time not to exceed five (5) working days (except for an expedited hearing), or may make a determination that the party has waived its right to a Hearing.

Both the resident and HAPB shall be notified of any such determination by the Hearing Officer, provided that determination that the resident has waived his or her right to a Hearing shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

HAPB must keep a log of every formal grievance hearing effective July 1, 2016. The log should track: 1) the date of the hearing, 2) the reason for the hearing, and 3) whether the decision was in favor of the tenant or HAPB.

### **Evidence**

The HAPB will use the concept of the preponderance of the evidence as the standard for making all admission, termination, and grievance decisions.

***Preponderance of the evidence*** is defined as the greater weight of the evidence; that is, evidence that you believe because it outweighs or overbalances in your mind the evidence opposed to it. A preponderance means evidence that is more probable, more persuasive, or of greater probative value. It is the quality of the evidence that must be weighed. Quality may, or may not, be identical with (quantity) (the greater number of witnesses).

In determining whether an issue has been proved by a preponderance of the evidence, you should consider all of the evidence, regardless of who produced it.

If the weight of the evidence is equally balanced, or if you are unable to determine which side of an issue has the preponderance, the party who has the burden of proof has not established such issue by a preponderance of the evidence.

## **Chapter 24 - BED BUG POLICY**

The Housing Authority of Pompano Beach recognizes the potential problems that can arise out of bedbug infestations in public housing. Accordingly, the Housing Authority of Pompano Beach adopts this policy in an effort to minimize bedbug infestations in its public housing, Housing Choice Voucher Program, and other owned affordable housing.

### **24.1 HOUSING AUTHORITY'S RESPONSIBILITIES**

#### **A. Management**

- A. The Housing Authority of Pompano Beach shall provide training to appropriate staff members regarding the identification, prevention, and eradication of bedbugs.
- B. The Housing Authority of Pompano Beach shall make efforts to educate new and existing residents on methods that may be utilized in order to prevent and detect bedbugs. Such efforts may include written handouts distributed to all residents and public workshops for residents to attend (See sample handout attached to this policy).
- C. The Housing Authority of Pompano Beach will keep a qualified pest control company under contract so they can be called on an "as needed" basis if internal staff is inadequate to deal with a bedbug infestation.
- D. The Housing Authority of Pompano Beach shall keep written records of reports and incidents of bedbug infestation. Said records shall identify the dates, times and places of such reports or incidents.

#### **B. Inspections**

- 1. If a resident reports the existence of bedbugs in his or her unit, the Housing Authority of Pompano Beach shall within 24 hours make contact with the resident, provide the resident with information about control and prevention of bedbugs and discuss measures the resident may be able to take in the unit before an inspection is performed.
- 2. Following a report of bedbugs, the Housing Authority of Pompano Beach or a qualified third party trained in bedbug detection shall inspect the dwelling unit to determine if bedbugs are present. It is critical that inspections be conducted by trained staff or third-party professionals. Low level infestations may escape visual detection. For this reason, multiple detection tools, such as monitors containing attractants and canine detection may be utilized. The inspections shall occur within three business days of the resident report when possible.

3. The inspection shall cover the unit reporting the infestation and no less than the adjoining apartment in a duplex or surrounding apartments consisting of the units above, below, left and right in a multifamily building if these units exist.
4. If the initial inspection confirms the presence of bedbugs, the Housing Authority of Pompano Beach will contact a licensed pest control company to treat the infestation. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the residents. The resident may expect treatment to begin within five days of the inspection, though depending on the form of treatment and/or the availability of the contractor, this may not be possible. Residents should be advised that treatment may take several weeks and possibly several applications.
5. If an infestation is suspected but cannot be verified, the Housing Authority of Pompano Beach will re-inspect the unit(s) periodically over the next several months.

#### C. Additional Considerations

1. The Housing Authority of Pompano Beach will offer residents a service of inspection and/or non- chemical treatment of household items upon resident move-in and inspection and/or non-chemical treatment of used furniture if staff time and property budgets allow. Residents may voluntarily use such services, but the Housing Authority of Pompano Beach will not require residents to do so. When offered, these services or products will be provided at the Housing Authority of Pompano Beach's expense.
2. The Housing Authority of Pompano Beach will not charge a resident to cover the cost of bedbug treatment; such costs shall be covered by the Housing Authority of Pompano Beach. The only exception to this rule is if material supplied by the Housing Authority of Pompano Beach to the resident to combat bedbugs or the possibility of bedbugs is lost or damaged due to an action by a resident or his or her guest.

#### D. Housing Choice Voucher Program

1. The Housing Authority of Pompano Beach does not have direct responsibility for bedbug removal in the Housing Choice Voucher Program. Like all other maintenance and quality of life issues, they are the responsibility of the landlord. As stated in both the Housing Quality Standards (HQS) and the Housing Assistance Payment (HAP) contract, landlords are responsible to ensure the dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation.
2. If the HAP contract is violated, the cancelation process outlined in the Housing Authority of Pompano Beach's Administrative Plan will be followed.

## **24.2 RESIDENT RESPONSIBILITIES**

- A. Under the terms of the Housing Authority of Pompano Beach's standard lease agreement, residents are required to "report any problem with infestation." Accordingly, residents are strongly encouraged to report any suspected problems with bedbug infestation immediately. Residents are the first line of defense against bedbugs. Further, any willful failure on the part of a resident to report a bedbug infestation may result in adverse action taken against the resident, up to and including eviction. A resident reporting bedbugs may expect expeditious response and attention by the Housing Authority of Pompano Beach, but should be advised that inspection and, if necessary, treatment of bedbugs may take time to schedule.
- B. Since clutter is a friend of bedbugs, residents will keep clutter in their homes to an absolute minimum.
- C. Residents are required to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placing infested furniture or other items in common areas such as hallways. Residents will not be reimbursed the cost of any additional expense to the household, such as the purchase of new furniture, clothing or cleaning services.
- D. Residents can easily unintentionally bring bedbugs onto the property when returning from a trip or bringing property into their homes. Therefore, residents will check their luggage and clothes whenever they return home from taking a trip and examine any secondhand items before bringing them home.

## **24.3 PREVENTION AND SAFE REMOVAL OF BEDBUGS**

Bedbug infestations have become a serious problem in housing throughout the country. Public Housing properties are not immune to infestations, anyone or any home can get bedbugs. Bedbugs live on human and animal blood and typically hide and live in cracks and crevices in dark and undisturbed locations close to their hosts. They can live for long periods of time and although visible to the naked eye, they may be difficult to detect.

### **A. Bedbug Prevention Action Plan**

- 1. Inspect in and around sleeping and resting areas at home once a month.
- 2. Look for signs of bedbug activity, active infestations will have fecal spotting, live or dead bedbugs, shed skins and bedbug eggs.
- 3. Avoid used furniture and mattresses, especially discarded furniture and mattresses.
- 4. Used furniture and refurbished mattresses may have bedbugs and bedbug eggs that are difficult to see.



5. Inspect for the signs of bedbugs when traveling away from home. Look for live or dead bedbugs, shed bedbug skins or bedbug eggs and fecal spots on mattresses, clothing or dark cracks and crevices. Wood, metal or plastic furniture, sofas, chairs, tables and many other items may be infested with bedbugs.
6. If contact with an active bedbug infestation is suspected away from home, segregate and isolate in sealed plastic bags any exposed luggage, clothing and personal effects until inspection and decontamination can be completed.
7. Bedbugs prefer to live in cracks and crevices in areas like baseboards, moldings, window/door frames, and cracks/seams in walls and furniture, especially headboards and bed frames and screw holes.
8. Seal baseboards, cracks, crevices, heat, plumbing and electrical services shared between apartments with pest-proofing sealants.
9. Encase mattresses and box springs. Seal box springs in an appropriate zippered encasement to prevent bedbugs hiding inside from escaping; this location is commonly affected in bedbug infestations and yet difficult to inspect.
10. Thoroughly vacuum apartment, furniture and all belongings and use crevice tools and other attachments where feasible. Place the contents of the vacuum in a tightly sealed disposable bag and remove.

EARLY DETECTION IS CRITICAL - Early identification and reporting of infestations by residents to building management and neighbors limits the spread of bedbugs. As soon as possible contact the Property Manager. Report the suspected activity as soon as possible. The longer you wait the more likely the problem is to spread and the more difficult and costly it will be to control.

#### B. Bedbug Removal Action Plan

The following sequence of steps has been outlined by the Armed Forces Pest Management Board in order to facilitate control of bedbugs in housing. They are an example. We will follow the protocols outlined by our pest control company.

1. Using a vacuum cleaner (preferably HEPA-filtered), remove the bugs and their cast skins from all observed and suspected harborage sites during the initial inspection, and periodically afterward (once weekly is a suggested self-help action). The vacuum bag should be removed immediately afterward, sealed tightly inside a larger plastic bag, and that bag incinerated or placed in the next normal trash collection.
2. Launder all infested cloth items in hot water, 120 degrees Fahrenheit or hotter for at least 10 minutes, with soap or detergent, then dry in a warm or hot dryer of at least 140 degrees for at least 20 minutes, or dry clean to kill all bedbug life stages present.
3. Enclose each mattress and box spring in a sealed plastic cover, like those sold commercially. These types of encasements should be of high quality and bedbug puncture proof to limit exposure to house dust mites or bedbugs.

4. Place and seal all recently laundered cloth items (e.g., bed linens, clothing) inside new large plastic bags or tightly closed bins to prevent any bedbugs from re-infesting them.
5. Seal shut all cracks, crevices, and entry points to wall voids, using a high-quality silicone-based sealant, especially within a 20 foot radius of any spot where bedbug bites have been reported, or where the bugs have actually been collected.
6. Additional or alternative physical control measures against bedbugs may include: heat, cold, steam, physical mashing and sticky insect monitors.
7. A residual insecticide should be applied, according to label directions, to each infested site and preferably to a small area around each site. Such applications often involve treating cracks and crevices. When planning and conducting any such treatments, consider examining, if not treating, the opposite side of any involved wall, floor or ceiling.
8. Electrical outlet boxes, and similar voids that cannot be readily sealed, should be treated with an appropriately labeled insecticidal dust.
9. Consider including some type of insect growth regulator (IGR) as a concurrent or adjunctive treatment (e.g., as a tank mix).
10. Limited use of an aerosol or ULV pyrethroid may facilitate the detection of hidden bedbugs by causing them to move around more, and may also potentially increase their exposure to any previously applied residual insecticide. DO NOT use any over-the-counter “foggers.” They are not very effective and may cause bedbugs to scatter.
11. Fumigation or heat (or cold) treatment of batches of furniture, clothing or other items within chambers may be warranted and affordable in specific cases, but whole-structure fumigation to control bedbugs is seldom practical or economically feasible. And such treatments provide no residual effects at all.
12. Re-inspection of infested structures and sites should be done about 10-21 days after any initial treatment, and (if needed) again about 10-21 days later, to detect, and to precisely target the treatment (if needed) of any continued infestation.

Carefully reintroduce cleaned items. Isolate and contain items that have been properly cleaned, laundered or heat treated. Heavy duty plastic bags or air tight containers may be used for this purpose. Clear bags and containers are preferable.

**NEVER USE THE FOLLOWING PRODUCTS FOR BEDBUG TREATMENT:**

Insecticide “bombs”, total release foggers, camphor, kerosene, diesel, gasoline, alcohol or other similar products. These products can cause serious health problems. They are dangerous if misused and can cause fires and explosions. These products are not appropriate for bedbug management.

## Chapter 25 - GLOSSARY

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

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

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

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

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

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

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

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

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

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

**As-Paid States:** States where the TANF agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

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

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

**Assistance applicant:** A family or individual who seeks admission to the public housing program.

**Borderline-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

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

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

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

**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(d))

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

**Code of Federal Regulations (CFR):** The Code of Federal Regulations (CFR) is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

**Community service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

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

**Covered Families:** Families who receive TANF assistance or other public assistance benefits ("TANF benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

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

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

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

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

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

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

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

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

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

**Economic self-sufficiency program:** 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 and child care to facilitate training and development.

**Earned Income Disregard (EID):** Allows Some Tenants with Disabilities to Work without an Immediate Increase in Rent.

**Earned Income Verification (EIV):** Acceptable verification includes, but is not limited to, employer's statement which is signed and dated, employer's wage record, paycheck stub, military Leave and Earnings Statement (LES), pay envelope, collateral contact or employee's W-2 form.

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

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

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

**Extremely low-income families:** Those families whose incomes do not exceed the **higher** of 30% of the median income for the area, as determined by HUD with adjustments for family size; or the poverty threshold as established by the US Department of Health & Human Services (HHS) for the continental 48 states.

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

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A family with persons with disabilities;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

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

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

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority and 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.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis.

**Good Standing:** A resident is in good standing if:

- A. the resident has a positive rental history as determined by management;
- B. the resident has no unresolved lease violations;
- C. all utilities are turned on;
- D. the resident's history of written complaints or disturbances are minimal as determined by management;
- E. the resident has a history of satisfactory housekeeping as evidenced by HQS and housekeeping inspections.

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

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

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

**Housing and Community Development Act (HCDA):** United States federal law that, among other provisions, amended the Housing Act of 1937 to create Section 8 housing,[1] authorizes "Entitlement Communities Grants" to be awarded by the United States Department of Housing and Urban Development, and created the National Institute of Building Sciences.

**Housing Quality Standards (HQS):** HQS regulations provide performance requirements and acceptability criteria to meet each performance requirement. HQS includes requirements for all housing types, including single and multi-family dwelling units, as well as specific requirements for special housing types such as manufactured homes, congregate housing, single room occupancy (SROs), shared housing and group residences (GRs).

**Department of Housing and Urban Development (HUD):** HUD works to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes: utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination; and transform the way HUD does business.

**Immigration and Naturalization Service (INS):** An agency in the Department of Justice that enforces laws and regulations for the admission of foreign-born persons to the United States.

**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.

**Imputed TANF income:** The amount of annual income not actually received by a family, as a result of a specified TANF benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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

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

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



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

- A. Is determined to be essential to the care and well- being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

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

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

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

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

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

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

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

**National Affordable Housing Act (NAHA):** The purposes of this Act are:

- A. to help families not owning a home to save for a down payment for the purchase of a home;
- B. to retain wherever feasible as housing affordable to low-income families those dwelling units produced for such purpose with Federal assistance;
- C. to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and nonprofit organizations, in the production and operation of housing affordable to low-income and moderate-income families;
- D. to expand and improve Federal rental assistance for very low-income families; and
- E. to increase the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

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

- A. 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.
- B. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

**Notice of Funding Availability (NOFA):** A public notice that an agency will issue a Request for Applications (RFA), informing interested parties when and where an RFA may be obtained.

**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.

**Office of Management and Budget (OMB):** OMB is a Cabinet-level office, and is the largest office within the Executive Office of the President of the United States (EOP).

**Participant:** A family or individual who is assisted by the public housing program.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Previously unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsible entity.

**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 CFR5.520)

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance development that are assisted by a PHA with capital or operating funds.

**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 CFR5.100)

**Quality Housing and Work Responsibility Act of 1998 (QHWRA):** Legislation which will make public housing reform a reality by:

- A. Reducing the concentration of poverty in public housing
- B. Protecting access to housing assistance for the poorest families
- C. Supporting families making the transition from welfare to work
- D. Raising performance standards for public housing agencies, and rewarding high performance
- E. Transforming the public housing stock through new policies and procedures for demolition and replacement and mixed-finance projects, and through authorizing the HOPE VI revitalization program
- F. Merging and reforming the Section 8 certificate and voucher programs, and allowing public housing agencies to implement a Section 8 homeownership program
- G. Supporting HUD management reform efficiencies through deregulation and streamlining and program consolidation

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left.

**Residency Preference:** A family or individual who is a resident of the City of Pompano Beach or whose head, spouse, or family member works or has been hired to work in HAPB jurisdiction defined as inside the City of Pompano Beach will receive a Residency Preference. There is no time limit on how long the applicant has to have lived, resided, or worked in the City of Pompano Beach to receive this preference.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

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

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

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

**Social Security Administration (SSA):** SSA is an independent agency of the United States federal government that administers Social Security, a social insurance program consisting of retirement, disability, and survivors' benefits. To qualify for these benefits, most American workers pay Social Security taxes on their earnings; future benefits are based on the employees' contributions.

**Specified TANF Benefit Reduction:**

- A. A reduction of TANF benefits by the TANF agency, in whole or in part, for a family member, as determined by the TANF agency, because of fraud by a family member in connection with the TANF program; or because of TANF agency sanction against a family member for noncompliance with a TANF agency requirement to participate in an economic self-sufficiency program.
- B. "Specified TANF benefit reduction" does not include a reduction or termination of TANF benefits by the TANF agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of TANF benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with TANF agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other TANF agency requirements.

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

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

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

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

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

**Total Tenant Payment (TTP):**

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

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income; or
  - c. If the family is receiving payments for TANF assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

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

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

**Truancy:** Florida law mandates the compulsory school attendance for children between the ages of 6 and 16. The children in this age group are required to attend school on a regular basis.

**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, shall be deducted from the tenant portion of rent payment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Families whose incomes do not exceed 50% 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% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. Violent Crimes shall be defined as including, but not necessarily being limited to, arson, battery, aggravated battery, sexual battery, rape, robbery, kidnapping, domestic violence, child abuse, aggravated child abuse, abuse of an elderly person or disabled adult, aggravated abuse of an elderly person or disabled adult, assault, sexual assault, aggravated assault, murder, manslaughter, aggravated manslaughter of an elderly person or disabled adult, aggravated manslaughter of a child, unlawful throwing, placing or discharging of a destructive device or bomb, armed burglary, aggravated stalking or any other violent act considered as criminal, whether misdemeanor or felony, pursuant to the applicable laws in effect at the time.

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

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

**Working Family Preference:** A working family is defined as a family whose head or spouse is employed on a regular basis for a minimum of 30 hours per week. This also includes families who are engaged in self-sufficiency activities such as secondary, vocational, or employment training such as on the job training. Remedial education is not considered as vocational training.

Threshold limits to meet this definition are employment of three (3) months consecutively or currently employed and having been employed nine months of the last twelve (12) months. For families in training, the qualifying adult(s) must be enrolled in a full-time training program for three (3) months as defined by the school or training agency.

Elderly and disabled individuals and families will receive this preference if they meet the definition of elderly or handicapped/disabled as defined in this policy.

## Chapter 26 - ACRONYMS

ACC .....	Annual Contributions Contract
CFR .....	Code of Federal Regulations
EID .....	Earned Income Disregard
EIV .....	Earned Income Verification
FSS .....	Family Self Sufficiency (program)
HCDA .....	Housing and Community Development Act
HQS .....	Housing Quality Standards
HUD .....	Department of Housing and Urban Development
INS (U.S.) .....	Immigration and Naturalization Service
NAHA (Cranston-Gonzalez) .....	National Affordable Housing Act
NOFA .....	Notice of Funding Availability
OMB (U.S.) .....	Office of Management and Budget
PHA .....	Public Housing Agency
QHWRA .....	Quality Housing and Work Responsibility Act of 1998
HAPB .....	Housing Authority of Pompano Beach
SSA .....	Social Security Administration
SWICA.....	State Wage Information Collection Act
TANF .....	Temporary Assistance for Needy Families
TTP .....	Total Tenant Payment