

17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that include assistance under the 1937 Act (See exclusions in the Guidebook for a listing).

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

**Applicant (or applicant family):**

A family that has applied for admission to a program, but is not yet a participant in the program.

**Assets:**

(See Net Family Assets.)

**Bifurcation of Lease:**

Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(1)(6)(B), the Housing Authority may split the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The Housing Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

**Child Care Expenses:**

Amounts anticipated to be paid by the family for the care of children age 12 and under during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect *reasonable* charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment or the amount of the employment that is counted as income in the determination of rent.

**Child Custody:**

Minor children who are subject to a joint custody agreement, but live with one parent at least 51 percent of the time will be considered members of the household. "51 percent of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents claim the minor child, court documents will prevail. The parent whose address is listed in the school records will also be considered when determining who may claim the school-age minor child as a dependent.

**Citizen:**

A citizen or national of the United States.

**Co-head:**

A co-head is one additional adult in the household who is the boyfriend, girlfriend, or significant other of the head of the household. This person has equal responsibility for the lease. A family may have one spouse or co-head, but not both. A co-head never qualifies as a dependent (50058 Instruction Booklet-3h). A Co-head may qualify the family as a disabled or elderly household and consequently receive a \$400 annual allowance. (24CFR 5.403 for disabled/elderly definition

of a “family”—“two or more persons living together”).

**Community Service:**

If required by HUD regulations, this agency will implement any required community service program. The provisions of community service require all non-exempt adult public housing residents to participate in eight hours of community service and/or economic self-sufficiency activities per month. Exempt residents include those over 62; blind or disabled individuals who certifies that because of this disability she or he is unable to comply with the service provisions; the primary caretaker of a disabled person; individuals working at least 30 hours per week or 30 hours of other work activities; individuals who meet the requirements for being exempted from having to engage in a work activity under the State program funded under part A of the title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program. In implementing the service requirement under 960 Subpart F, the PHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement.

**Continuously Assisted:**

If the family is already receiving assistance under any 1937 Housing Act program when admitted to the program, then the applicant is considered continuously assisted under the 1937 Housing Act.

**Covered Person:**

A tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

**Dating Violence:**

Violence committed by a person:

- (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**Dependent:**

A member of the family household (excluding foster children/foster adults/live-in aides) other than the head of household or spouse/co-head who is under 18 years of age or is a Disabled person or Handicapped person, an adopted child, or is a Full-time Student (an unborn child shall not count as a dependent). Head of household, spouse/co-head, foster child or adult, or live-in aide shall never be considered a dependent.

**Disability Assistance Expense:**

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. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

### **Disabled person**

A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42U.S.C. 423).
2. A person who has a physical, mental or emotional impairment that:
  - a. Is expected to be of long-continued and indefinite duration;
  - b. Substantially impedes his or her ability to live independently; and
  - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).
4. For eligibility purposes, a person is not considered disabled solely on the basis of any drug or alcohol dependence.

A Disabled Person for purposes of **approving a reasonable accommodation** request is defined according to the **Fair Housing Act** amended in 1988: "Handicap is defined as a person with a physical and/or mental impairment which substantially limits one or more major life activities, a person having a record of such an impairment, or a person who is regarded as having such an impairment. This Act also includes persons affected with the HIV virus, but not persons addicted to a controlled substance."

### **Disallowance of Earned income from rent determinations:**

Under the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the rent for eligible families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the first of the month following the date on which the employment begins.

A family eligible for the earned income exclusion is a family residing in a public housing project and:

- (1) whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- (2) whose annual income increases as a 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 as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits, or services under any state program for temporary assistance for needy families (TANF).

Upon the expiration of the first 12-month period referred to above, the rent payable by an eligible family may be increased due to the continued employment of the family member described above, except that in the second 12-month period the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion. The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income. *Maximum four year disallowance.* In the case of interrupted employment, the disallowance of increased income of an individual family member is limited to a lifetime 48 month period. Earned Income Disallowance does not apply at admission (in accordance with CFR 960.255). Admission applies to original admission date to program or admission of any other individual to an already assisted unit at any time. Persons added to the assisted unit are not eligible for Earned Income Disallowance at the time they are admitted but may at a

later date if they meet the qualifications for Disallowance and have a new qualifying event.

**Displaced:**

A single person or family who has been displaced by governmental action as certified by a city, state or federal agency 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.

**Domestic Violence:**

Includes felony or misdemeanor crimes of violence committed by a current or former spouse/co-head of the victim, by a person with whom the victim share a minor child in common, by a person who is cohabitated with or has cohabitated with the victim as a spouse/co-head, by a person similarly situated to a spouse/co-head of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Drug:**

A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-Related Criminal Activity:**

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

**Elderly/Disabled Family:**

A family whose head or spouse/co-head or whose sole member is an elderly person, a disabled person, or a handicapped person as defined in this section; or may be two or more elderly, disabled or handicapped persons living together; or one or more such persons living with another person who is determined to be essential to his/her care and well being.

**Elderly Person:**

A person who is at least 62 years old.

**Eligible Non-Citizen:**

A person who is neither a citizen nor a national of the United States that has eligible immigration status as defined by HUD.

**Employment:**

For the purposes of determining Disallowance of Earned Income, a person who is working at least the equivalent of ten (10) hours per week for fifty (50) weeks per year at minimum wage (see Gainful Employment and Working Family for other definitions).

**Evidence of Citizenship:**

Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status.

**Excess Medical Expenses:**

Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

**Extremely Low Income:**

A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Family:**

The applicant must qualify as a family. A family may be a single (one) person or a group of persons.

1. The term "family" means:
  - a. Two or more persons sharing residency whose combined income and resources are available to meet the household needs or have evidenced a stable family relationship; or
  - b. Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides.
  - c. A single, pregnant woman (PHA's must verify pregnancy when it is the sole basis for determining eligibility. In cases where an immediate determination cannot be made, PHA's may require a physician's certificate); or
  - d. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child's temporary absence from the home, and is not intended to enlarge the space available.
  - e. A single (one) elderly (62 years of age or older) or a single (one) disabled person; or
  - f. A single (one) displaced person; or
  - g. Any "other single (one)" person
  - h. For Continued Occupancy purposes only, the remaining member of a tenant family

**Family of Veteran or Service Person:**

A family is a family of a veteran or service person when:

1. The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless she/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse/co-head has not remarried; or (b) not the head of the household, but is permanently hospitalized; provided, that she/he was a family member at the time of hospitalization and at least one related person remains in the family.

**Flat Rent:**

The rent paid by a family choosing flat rent instead of income-based rent. Flat rent is based on comparable market rents in the area and is determined annually. The Flat Rent amount for "mixed" families is prorated. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

**Foster Child/Adult:**

A child/adult whose care, comfort, education, and upbringing has been left to persons other than his natural parents and who has been placed in the home by the court or a government agency. All foster care income of is excluded. A foster child/adult is not eligible for continued

occupancy as a remaining member as they are not considered a family member as defined by regulations.

**Full-Time Student:**

A person (excluding head of household or spouse/co-head) who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**Gainful Employment:**

Employed and working an average of 32 hours per week.

**HA:**

A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as "HA" or "Housing Authority" or "PHA" throughout this document.

**Head of Household:**

The "head of the household" is that family member who is held responsible and accountable for the family (and whose name will normally appear on the dwelling lease); however, *all* adults are responsible and accountable for following the terms of the lease.

**Homeless:**

Any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and 2) has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. A person or persons residing on a temporary basis with a family member or other person is not considered homeless.

**Foster Youth Aging Out of Foster Care (for purposes of meeting Level 1 preference criteria):** A homeless youth who has aged out of foster care and between the ages of 18-22. Emancipated youth and emancipated parenting minors who are homeless and exiting the foster care system may also be eligible under this provision.

**Housing Agency:**

A state, county, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). (HA and PHA mean the same thing.)

**HUD:**

The U.S. Department of Housing and Urban Development.

**HUD Requirements:**

HUD requirements for the Section 8 programs, which includes the Affordable Public Housing Program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

**Immediate Family Member:**

A spouse/co-head, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Imputed Asset:**

Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.

**Imputed Asset Income:**

HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000.

**Imputed Welfare Income:**

The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not sanctioned for fraud, or failure to participate in an economic self sufficiency program, or failure to comply with a work activities requirement. The difference is included in household income whether actually received by the family or not. Imputed Welfare Income is not included at initial admission to the program.

**Income:**

Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

**Income for Eligibility:**

Annual Gross Income.

**Live in Aide:**

A person who resides with person(s) (on a 24 hour basis) who are elderly, near elderly, and/or have a disability, and:

- Is determined by the PHA to be essential to the care and well-being of the person(s), and
- Is not obligated for the support of the person(s), and
- Who would not be living in the unit except to provide necessary supportive services.

A live-in Aide is not a family member and is not eligible for continued assistance as a remaining member, nor is a Live in Aide required to sign the lease. A live-in Aide and Head of Household must sign a Live-In Aide Addendum to the Lease and must be verified annually. At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if the person:

- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Commits drug-related criminal activity or violent criminal activity
- Is subject to lifetime registration as a sex offender
- Currently owes rent or other amounts to any PHA in connection with the Housing Choice Voucher Program (Section 8) or public housing assistance under the 1937 Act.
- If the head of household requires a live-in aide, the head of household must not be a live-in/caretaker for someone else.
- Is currently receiving rental assistance under any federally subsidized rental assistance program.
- If the live-in aide would not be living in the unit except to provide the necessary

supportive services (i.e. parent of a child).

- A PHA may only approve one additional bedroom for a live-in aide. Although a live-in aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The PHA must ensure that occupancy standards and UPCS will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with PHA occupancy standards. If the approval of additional family members of a live-in aide would result in the violation of UPCS or the PHA occupancy standards, the additional family members of the live-in aide may not be approved. PIH 2010-51 (HA)

**Local Preference:**

A preference used by the HA to select among applicant families.

**Low Income Family:**

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

**Medical Expense:**

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance or any other source. Out of pocket medical expenses are deducted for qualified disabled and elderly families only.

**Military Services of the United States:**

"Military Service of the United States" means only the Army, Navy, Air Force, Marine Corps and Coast Guard. Such service does not include Merchant Marine, Red Cross, UNRRA, or any other organization not actually part of the Military or Naval service of the United States.

**Minimum Rent:**

\$50 monthly rent less the utility allowance deduction.

**Minor:**

A member of the family household (excluding foster children) other than the family head or spouse/co-head who is under 18 years of age.

**Mixed Family:**

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**Monthly Adjusted Income:**

One-twelfth of adjusted annual income.

**Monthly Income:**

One-twelfth of annual income.



**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.

**Net Family Assets:**

Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded. In cases where a Trust fund has been established and the Trust is not revocable by, or under the control of, any member of the family or household, the value of the Trust fund will not be considered an asset, so long as the fund continues to be held in trust. Any income distributed from the Trust fund shall be counted when determining Annual Income under paragraph U of this section. In determining Net Family Assets, the PHA shall include the value of any assets over \$2,000 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 re-examination, 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.

**Non-Citizen:**

A person who is neither a citizen nor national of the United States.

**Non-citizen students.**

Non-citizen students as defined by HUD in the non-citizen regulations are not eligible for assistance.

**Nucleus Family:**

All family members at the time of initial application (Intake) plus any members added by marriage, birth, adoption, or court awarded custody. The nucleus family excludes foster children/adults and live-in aides.

**Occupancy Standards:**

Standards established by an HA to determine the appropriate number of bedrooms for households. The occupancy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

**Participant:**

A family that has been admitted to the HA's Public Housing program. The family becomes a participant on the effective date of the initial lease is first executed by the HA for the family.

**Preference:**

See Local Preference.

**Premises:**

The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Previously unemployed:**

Includes a person who has earned, in the twelve 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.

### **Pro-ration of Assistance for “Mixed” Families**

Pro-ration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens. Pro-rated assistance is calculated using the flat rent of the unit, total tenant payment, housing maximum rent (according to unit bedroom size), number of family members with eligible immigration status, number of family members without eligible immigration status and the utility allowance calculation.

### **Public Housing Agency (PHA):**

Any State, County, Municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for low income families.

### **Reasonable accommodation:**

In order to grant equal access and/or an equal opportunity to participate in the Public Housing program, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures, and physical premises which do not reduce or waive essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations to the unit or in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis. The person with a disability, or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. The Housing Authority will verify the need through third party verification from the patient’s designated medical professional. There must be a nexus between the requested accommodation and the disability. The family may be required to pay for the cost of the reasonable requested accommodation/modification as determined by the HA.

### **Remaining Member:**

A family member listed on the lease who continues to live in the unit after all other family members have left. If the remaining member signed the lease, the person could continue in the program after signing a new lease. If the remaining member did not sign the lease, the PHA would determine if the person is eligible for the program, and suitable as a tenant (according to Admission procedures in place). The PHA reserves the right to consider a transfer to a unit of appropriate bedroom size upon determination of the remaining member’s status. A Live-in Aide or foster child/adult is not considered a family member and is not eligible to be a remaining member.

### **Rent Burdened:**

Paying more than 30% of family income for rent. In order to be given the preference of rent burdened, a family must provide evidence that is verifiable.

### **Residency Preference:**

Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside; or b) work in the County of Riverside (head/spouse/co-head or sole member of the household is employed) or have been notified they are hired to work in the

County of Riverside. This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

**Responsible Entity:**

The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

**Secretary:**

The Secretary of Housing and Urban Development

**Service Person:**

A person in the active military or naval service (including the active reserve) of the United States.

**Single Person:**

A person living alone or intending to live alone.

**Spouse:**

Spouse means the husband or wife of the head of the household. PHA's are directed to follow HUD's guidance when applying policy: The Defense of Marriage Act (DOMA), Public Law 104-199 § 3(a), 110 Stat. 2419, codified at 1 USC § 7 states: "In determining the meaning of any Act of Congress, or of any ruling, regulation, or interpretation of the various administrative bureaus and agencies of the United States, the word "marriage" means only a legal union between one man and one woman as husband and wife, and the word "spouse" refers only to a person of the opposite sex who is husband and wife."

Public Law 104-199 § 3(a) appears intentionally broad and prohibits the recognition of same-sex marriage for any federal program, even if state law recognizes such a union. DOMA provides for no exceptions.

Accordingly, same sex marriage couples cannot be regarded as "spouses" under any housing program under the United States Housing Act of 1937.

**Stalking:**

To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse/co-head or intimate partner of that person.

**Temporary Financial Hardship:**

Decrease of income lasting less than 60 days.

**Tenant:**

The Head of Household and other household members residing in the assisted unit with PHA written consent. A live-in aide or foster child is not a household member. A tenant is also referred to as a Resident or Participant.

**Tenant Rent:**

Tenant rent is the Total Tenant Payment less the Utility Allowance, or Flat Rent, and is chosen by the family annually (at reexamination), or one time annually at time of hardship if at Flat Rent. That is the amount payable monthly by the family as rent to the PHA. Pro-ration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

**Total Tenant Payment:**

The Total Tenant Payment (TTP) shall be the greatest of:

1. 30 percent of family monthly adjusted income;
2. 10 percent of family monthly income;
3. Minimum Rent of \$50.00

**Transitional Housing:**

A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing.

**Uniform Physical Condition Standards (UPCS):**

Standards established by HUD intended to ensure that public housing units are decent, safe, sanitary and in good repair.

**Unit:**

Residential space for the private use of a family.

**Utilities:**

Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone and television services are not included as utilities.

**Utility Allowances:**

An amount deducted from the Total Tenant Payment for utilities not provided by the PHA, an amount equal to the estimate established under Part 965 of the Code of Federal Regulations 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.

**Utility Reimbursement also known as Utility Assistance Payment (UAP):**

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. An Utility Reimbursement is not paid for a Public Housing family that is paying Flat Rent.

**VAWA:** Violence Against Women Act.

**Very Low-Income Family:**

A Lower Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the

basis of its finding that such variations are necessary because of unusually high or low family incomes.

**Veteran:**

A person who meets the definition of a veteran according to California Military and Veterans Code Section 980

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=mvc&group=00001-01000&file=980-980.5>

**Waiting List:**

A list of families organized according to HUD regulations and HA policy who are waiting for subsidy/unit to become available.

**Welfare Assistance:**

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

**Working Family:**

A family in which the head of household or spouse/co-head is employed and is working an average of at least 32 hours per week at California minimum wage or higher, or receiving State Disability, Unemployment or Workman's Compensation in lieu of earnings provided that the person was employed and working at least 32 hours per week at California minimum wage prior to receiving State Disability, Unemployment or Workman's Compensation. Employment hours for the head of household and/or spouse/co-head may be combined to equal at least 32 hours per week at California minimum wage or higher.

## **SECTION II. ADMISSION POLICIES - CONDITIONS GOVERNING ELIGIBILITY**

### **A. Eligibility for Admission**

For admission to HUD aided public housing units operated by this PHA, only those applicants who meet all of the following requirements shall be eligible:

1. Who qualify as a family, as defined in Section I. (A.) hereof.
2. Who are citizens or who are non-citizens with eligible immigration status as described in Title 24 of the Code of Federal Regulations, Part 5. A family that has some ineligible members but at least one member with eligible immigration status may be eligible for prorated assistance.
3. Whose Annual Income, as defined in Section I.(U) hereof, does not exceed the applicable income limits for admission (Low or Very Low Income, whichever is applicable) approved by the Department of Housing and Urban Development.
4. Whose credit report, previous housing record and rent paying habits are satisfactory.
5. Who would not be a detriment to the health, safety, or welfare of his neighbors or the community in which they live.
6. Whose expected behavior would not have an adverse influence upon sound family and community life.
7. Who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Authority.
8. Who conform to the Occupancy Standards for admission set forth in Section II. E hereof.
9. For the purpose of increasing security for the residents of public housing, the PHA may allow police officers to reside in public housing. Police Officer is defined as "a person who, during the time of residence in that public housing is employed on a full-time basis as a duly licensed, professional police officer by a Federal, State or local government or by any agency of these governments." Police officers will be offered units based on the Flat Rent schedule for that project and will be exempted from qualifying under the Income Limits. An outreach to local police agencies may be made to encourage occupancy in public housing units. **24CFR 960 Subpart E, 505 (a)(b)**

In order to determine the applicant's suitability as a tenant, the HA will run credit checks with the applicant's written release. The applicant's criminal history will be checked. The State listing of Registered Sex Offenders will also be checked and any applicant or family member found on that list will be denied.

## **B. Selection of Tenants**

### **Governing Conditions**

- a. Our Public Housing and Bond Programs operate in compliance with State and Federal Fair Housing Guidelines. We do not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation. The following screening criteria applies to all applicants.
- b. In selecting tenants from among eligible applicant families of the size and composition appropriate to available dwelling units, the Authority will take into consideration the needs of individual families for public housing and the statutory purpose in developing and operating a socially and financially sound public housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. Selection will be in such a manner as:
  - (1) To avoid concentrations of the most economically and socially deprived families in one or all of the project(s) operated by the PHA.
  - (2) To preclude admission of applicants whose habits and practices may reasonably be expected to have a detrimental effect on the tenants or the project environment.
  - (3) To maintain a tenant body in each project composed of families with a broad range of incomes and rent-paying ability which is generally representative of the range of incomes of very low income families in the PHA's area of operation as defined by state law.
  - (4) To comply with the targeting requirement set forth in 24 CFR 960.202 (b) as follows:

#### *Targeting admissions to extremely low income families— (1) Targeting requirement.*

- (i) Not less than 40 percent of the families admitted to a PHA's public housing program during the PHA fiscal year from the PHA waiting list shall be extremely low income families. This is called the "basic targeting requirement." (ii) To the extent provided in paragraph (b)(2) of this section, admission of extremely low income families to the PHA's Housing Choice Voucher Program (Section 8) during the same PHA fiscal year is credited against the basic targeting requirement. (iii) A PHA must comply with both the targeting requirement found in this part and the deconcentration requirements found in part 903 of this chapter.
- (2) Credit for admissions to PHA voucher program.** (i) If admissions of extremely low income families to the PHA's voucher program during a PHA fiscal year exceeds the 75 percent minimum targeting requirement for the PHA's voucher program (see 24 CFR 982.201(b)(2)), such excess shall be credited (subject to the limitations in paragraph (b)(2)(ii) of this section) against the PHA's basic targeting requirement for the same fiscal year. (ii) The fiscal year credit for voucher program admissions that exceed the minimum voucher program targeting requirement shall not exceed the lower of: (A) Ten percent of public housing waiting list admissions during the PHA fiscal year; (B) Ten percent of waiting list admission to the PHA's Housing Choice Voucher Program (Section 8) tenant based assistance program during the PHA fiscal year; or (C) The number of qualifying low income families who commence occupancy during the fiscal year of PHA public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low income family means a low income family other than an extremely low income family. **(24 CFR 960.202)**

## **Documentation**

In addition to our program application and necessary documentation, applicants need to provide the following items:

- Valid Driver's License or State Identification Card, Passport, or other form of photo ID
- All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the inclusion of household members at least 6 years of age or under the age of 6 who **has an assigned SSN**, the applicant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add or include the household member, during interim and/or annual re-examination. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Those without eligible immigration status are required to sign a declaration indicating their immigration status. Addition of new household members under the age of 6 **and who do not have an assigned SSN**, can be included as household members and are entitled to benefits. In this case, the Head of Household is given ninety (90) days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances.
- Verification of all sources of income

Public Housing applicants will also have to provide:

- Fully completed Eligibility Questionnaire
- Birth Certificates or other proof of birth for all family members who will be residing in the unit

All information provided must be true and complete. All application materials must be signed by all household members aged 18 years or older.

## **Criminal History**

The Housing Authority has a Zero Tolerance Policy for criminal activity. Criminal checks are run for every family member aged 18 years or older. Applications will be denied for either drug-related criminal activity or violent criminal activity or any other criminal activity that could prove to be detrimental to the health and safety or right to peaceful enjoyment of the other residents. Persons convicted of offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Housing Authority policy and Code of Federal Regulations states that there does not need to be a conviction, just a preponderance of evidence. (24 CFR 5.861)

- Persons evicted from Public Housing, Indian Housing, Section 23 or any Housing Choice Voucher Program (Section 8) because of drug-related criminal activity are ineligible for admission for a three year period following the date of such eviction unless the person involved in the drug activity is no longer a member of the family, or has successfully completed a rehabilitation program approved by the PHA and meets the exception policy. [24 CFR 5.854 (a), 24 CFR 960.204(a)]



- Any person who was convicted of manufacturing or producing methamphetamine on the premises of an assisted housing project will be permanently denied admission to public Housing. [24 CFR 204 (a)(3)]
- Any person subject to a lifetime registration requirement under a State sex offenders' registration program will be denied. (24 CFR 5.856, 24 CFR 960.204 (a) (4))
- Criminal activity directly relating to domestic violence, dating violence, sexual assault, 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 assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking provided the victim takes the necessary steps to protect themselves, members of their household and other residents from the perpetrator(s) of the criminal activity discussed in this bulleted item. Necessary steps may include (but is not limited to) police contact, a restraining order (temporary and permanent) with a move-out order. Note: The move-out order portion of the restraining order is not required if the perpetrator was not residing in the unit.

### **Credit History**

Credit checks are conducted to determine the applicant's history of meeting financial obligations and the monetary commitments that are outstanding which may affect eligibility or ability to pay under a rental agreement.

Applicants who owe any PHA money will be denied admission unless the debt is paid in full. The PHA may, at its discretion, enter into a repayment agreement with an applicant.

Applicants who have been evicted and/or have civil judgments for unpaid rent/damages will be denied. An exception may be made at the discretion of the PHA for evictions over 5 (five) years old (at the time of processing) provided that the debt was paid in full (subject to verification) and the most recent 5 (five) years rental history is satisfactory and verifiable and the family meets all other requirements.

Applicants will not be denied housing assistance if the home they resided in where they were either sole or part owner of has been foreclosed upon, provided they meet all other requirements.

Ideally, applicants will have no more than 30% of their accounts delinquent or other negative status (collection accounts, profit and loss write offs, etc.). For applicants who do not meet the 30% criteria, the following guidelines will be used: There may not be more than eight (8) negative accounts within the most recent three years (3), and no more than one of those may be unpaid utility accounts (gas, electric, water, trash or sewer). Documented cases of negative credit caused by a job loss/closure within the last year (from the date of processing) will be considered with satisfactory verifications as determined by the PHA.

Applicants with no credit history at all may be considered.

In evaluating credit, medical accounts and student loan accounts will not be included.

To allow for the establishment of positive credit, in cases where it is clear that the applicant has in the most recent two years established positive credit, and all negative accounts are older than

two years, the most recent history will be given the greater weight.

In cases of joint credit, where proof can be shown that the debt was assigned by the court to the other party, it will not be considered negative.

Reasonable accommodations for persons with disabilities will be considered, if requested, to determine whether there is a nexus to the disability and unsatisfactory credit items provided the applicant meets the rental history requirements contained in this applicant screening criteria section.

### **Rental History**

Applicants must, to the best of their ability, supply a complete rental history for the past 5 years. Gaps in rental history must be explained. Landlord references will be checked for the full 5 years whenever possible. Listed addresses and landlord information may be cross-checked by other means.

Applicants will be denied for negative rental history such as: evictions, damage to property, lease violations including disturbances, failure to pay on time, unauthorized occupants, subletting the unit, etc.

An exception may be made at the discretion of the PHA for evictions over 5 (five) years old (at the time of processing) provided that the debt was paid in full (subject to verification) and the most recent 5 (five) years rental history is satisfactory and verifiable and the family meets all other requirements.

Applicants will not be denied housing assistance if the home they resided in, where they were either sole or part owner of, has been foreclosed upon, provided they meet all other requirements.

### **Fraud**

Applicants that have committed fraud, intentionally deceiving any housing authority or other federally assisted housing program, will be prohibited from participating in the program.

### **Denials**

Any applicant denied will be notified in writing of the reasons for the determination. All applicants who are denied for any of the reasons stated above have the right to request an Informal Review to dispute the reasons for denial. Requests for Informal Reviews must be in writing, and must be received by the Housing Authority within 10 days of the date on the denial letter. Applicants will be given the opportunity to submit documentation to be considered.

The PHA shall promptly notify an applicant determined to be ineligible for admission of the basis therefore and to provide the applicant, upon request, within a reasonable time after the determination is made, with an opportunity for an Informal Review on such determination; and to promptly notify an applicant determined to be eligible of the approximate date he can be housed, insofar as that date can be reasonably determined.

### **Preferences**

The HA has implemented the following preferences for selecting names from the waiting list. In accordance with California State Law, at each level of preference, veterans and/or active duty servicemen and their spouse or widow/er will have priority. In accordance with Federal Regulations, in each category below, from the families that meet all preferences, the Housing

Authority will release families to result in a successful occupancy. At the discretion of the Housing Authority, a selection may be made from registrants meeting the extraordinary local preference.

### **Extraordinary Local Preference**

Up to a total of 15% of annual admissions will be targeted for an extraordinary local preference for the following registrants: Referrals by the Court Program (A program run by Riverside County Family and Dependency Drug Courts); and registrants displaced by government action or emergency as certified by a city, county or state agency official, etc. (executive level or above). The approval of the Director or designee is necessary for an extraordinary local preference. These admissions must meet the County of Riverside Residency Preference except for those who are displaced by government action. **CFR 960.206 (a)(1)(2).**

### **First Level**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Rent Burdened or homeless and
- 3) Working Families with dependent minor children or Elderly families or Disabled families or
- 4) Qualified veterans and/or qualified families 75 years of age and older do not have to meet the rent-burdened or homeless preference or
- 5) Homeless Foster Care Youth, ages 18 to 22, who have aged out of foster care

### **Second Level**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Rent Burdened or not homeless and
- 3) Working Families with dependent minor children, or Elderly families or Disabled families

### **Third Level**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Rent Burdened or homeless and
- 3) Non-Working families with dependent or minor children, or Non-Elderly families or Non-Disabled families

### **Fourth Level**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Rent Burdened or not homeless and
- 3) Working families without dependent minor children, and Non-working families without dependent minor children.

Within the preference groups set forth above, when two or more applicants each need the same size and type of unit (based on the PHA's occupancy standards) and each having the same selection preferences or preferences of equal weight and the income range desired to maintain a broad cross-section being the same, date of application, and date of deposit submitted, will be the determinant.

Within the preference groups set forth above, to be considered a family with children, an adult household member must have legal custody or guardianship of the minor. Legal custody is determined by considering marriage, birth, adoption or court and government agency awarded custody.

### **C. Income Limits**

The Income Limits for admission to the public housing project(s) are those published by the Department of Housing and Urban Development in the Code of Federal Regulations (see Exhibit A).

### **D. Family Choice in Rents**

#### **Authority for Family to Select**

Each family residing in a public housing unit will elect annually whether the rent paid by such family shall be determined by the flat rent rate or income-based rent. This choice will be offered at initial lease up and annually at the time of the annual reexamination or annual flat rent update. The PHA has established a minimum rent of \$50.

#### **Flat Rents**

The PHA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

2. Is based on the rental value of the unit, as determined by the PHA; and
3. Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts and
4. Does not include a utility allowance.

The PHA shall review the income of families paying flat rent not less than once every 3 years.

#### **Income-Based Rents**

The monthly Total Tenant Payment amount for a family with no ineligible non-citizens shall be an amount, as verified by the HA, that does not exceed the greatest of the following amounts:

- 30 percent of the family's monthly adjusted income or
- 10 percent of the family's monthly income
- \$50.00 minimum rent

There is a minimum rent of \$50 for public housing participants. The amount of rent is determined by the family's income according to the regulations or if the family has so selected, based on the flat rent.

#### **Switching Rent Determination Methods Because Of Hardship Circumstances:**

In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during (1) situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance; (2) an increase in the family's expenses for medical costs, child care, transportation, education, or similar items; and such other situations as may be determined by the PHA. The rental policy developed by the PHA encourages and rewards employment and self-sufficiency. The family may not switch more than once during the year. Once a family has requested, and been granted, a change in the form of rent (flat rent or income-based rent), that

family will not be allowed to change the form of rent again until their next regularly scheduled re-examination.

Flat rents are structured like market rents. The family may only select flat rent at initial lease up or once annually at their regularly scheduled re-examination. The following rents are the base rent without regard to utility allowances. To get the gross rent the appropriate bedroom size utility allowance would be added to the flat rent figures.

### **Minimum Rent:**

The PHA has established a Minimum Rent of \$50 monthly. Families will be required to pay minimum rent unless they request an exemption because of financial hardship. Financial hardship includes these situations:

- (i) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, State, or local assistance program, including a family that includes a member who is 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;
- (ii) When the family would be evicted because it is unable to pay the minimum rent;
- (iii) When the income of the family has decreased because of changed circumstances, including loss of employment;
- (iv) When a death of a household member (member of assisted unit) has occurred in the family; and
- (v) Other circumstances determined by the PHA or HUD.

### ***What happens if family requests a hardship exemption?***

- (A) If a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption and continuing until the PHA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term.
- (B) The PHA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term.
- (C) The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
- (D) If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, on terms and conditions established by the PHA, for the amount of back minimum rent owed by the family.

If the PHA determines there is no qualifying financial hardship exemption, the PHA must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay the back rent on terms and conditions established by the PHA.

If the PHA determines a qualifying financial hardship is long term, the PHA must exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to Sec. 5.628(a)(4) and Sec. 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to Sec. 5.628(a)(1), (a)(2) and (a)(3)).

### **Security Deposit:**

The tenant will be charged a deposit on the unit that is appropriate based on the Flat Rental Value of the Unit as determined by the PHA. The standard security deposit is equal to one month's Flat Rent as determined by the PHA and included in Statement of Policies listed according to location and bedroom size plus any addition to the security deposit of any pet deposit, waterbed deposit and/or gate card as applicable as determined by the PHA (Refer to Section II. Admission Policies – Conditions Governing Eligibility; item E. West County Flat Rents and item F. East County Flat Rents). The deposit on the vacated unit will be either refunded or accounted for according to California State law within 21 days of the family's vacating the unit. (Note: The amount of the required security deposit is less than required by state law. Based on the unit flat rent amount, the security deposit must not exceed two times the rent for an unfurnished apartment or three times the rent for a furnished apartment). The required security deposit amount as outlined above applies to all new residents and transfers of active residents effective 07/01/2012.

When a family moves out of the leased unit, the HA, subject to state and local law, may use the Security Deposit as reimbursement for any unpaid rent, damages to the unit, costs to clean the unit, costs to repair or replace personal property or other amounts that the Tenant owes under the law and in accordance with the Lease Agreement. The HA will give the Tenant a list of all items charged against the security deposit and the amount of each item within twenty-one (21) days of the vacancy. The Tenant is liable for any costs beyond the Security Deposit amount. Upon one or more household members vacating the unit (but not all household members) the full security deposit will be forfeited by the vacating members and will remain on file with the PHA until such a time that all household members vacate the unit. At that time the Security Deposit will be accounted for in accordance with state law as stated above.

**E. West County Flat Rents**

AMP SITE	Prev. Project Number	Community	Bedroom Size	Flat Rate
211	C006/C012	34th Street	2 bedroom	\$900
212	C007	Jackson Street	1 bedroom	\$850
			2 bedroom	\$1000
213	C016/C020	Gloria Street	1 bedroom	\$850
			2 bedroom	\$975
			3 bedroom	\$1075
			4 bedroom	\$1175
	C018	Dracaea Street	2 bedroom	\$950
214	C019/C022	Fort Drive	1 bedroom	\$700
			2 bedroom	\$800
			3 bedroom	\$900
	C022	Highland	2 bedroom	\$800
	C019	Sherman	3 bedroom	\$1250
			4 bedroom	\$1400
221	C011/C014	Broadway Street	2 bedroom	\$900
	C013	Fairview Street	2 bedroom	\$850
222	C021	Midway Street	1 bedroom	\$750
			2 bedroom	\$900
			3 bedroom	\$950
223	C015	Idyllwild Street	2 bedroom	\$800

**F. East County Flat Rents**

AMP SITE	Prev. Project Number	Community	Bedroom Size	Flat Rate
224	C001	Beaumont	3 bedroom	\$750
			4 bedroom	\$800
225	C008	Banning	2 bedroom	\$800
231	C018	Desert Hot Springs	2 bedroom	\$750
			3 bedroom	\$800
232	C010	Cathedral City	2 bedrooms	\$850
233	C041	Indio	2 bedrooms	\$850
			3 bedrooms	\$900
			4 bedrooms	\$1000
234	C009/C017 C031	Thermal I Thermal II	2 bedrooms	\$750
			3 bedroom	\$800
			4 bedroom	\$875
			5 bedroom	\$950
235	C027	Mecca	3 bedroom	\$725
			4 bedroom	\$800
			5 bedroom	\$875

### G. Occupancy Standards

Occupancy Standards must provide for the smallest number of bedrooms needed to house a family without overcrowding. To avoid overcrowding and prevent waste of space, dwellings are to be leased in accordance with the occupancy standards set forth below. In the event, however, should there be dwellings which cannot be filled with families of appropriate size, after all possible efforts have been made to stimulate applications (see Exhibit B), eligible families of the most nearly appropriate size will be assigned them, with the understanding that the families will be transferred to units of the proper size should families of appropriate size require the unit. However, at no time will the *initial* assignment of a unit exceed 2 people per bedroom plus 1 for a living/sleeping area, nor less than one person per bedroom. Only one bedroom will be assigned to the head of household and spouse/co-head or partner. Reasonable accommodation requests will be considered for persons with disabilities. Housing assistance limitations for single persons (1 person households): A single person who is not elderly or displaced person or a person with disabilities or the remaining member of a resident family may not be provided a housing unit with two or more bedrooms. (24 CFR 960.206 6(d))

A remaining member of a resident family will be required to transfer to a unit of suitable size in accordance with the Occupancy Standards and Transfer policy under the lease.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2 (includes head of household and spouse/cohead)
2	2	5
3	4	7
4	5	9
5	6	11

Every family member, regardless of age, is to be counted as a person. For the purpose of occupancy, an unborn child is counted as a person. Foster children/adults are not counted for purposes of determining bedroom size in public housing. Foster children/adults are not considered a family member and may not be authorized to be added if it causes an overcrowding of the unit.

A family will not be granted an increase in bedroom size in order to accommodate adding additional people to the household, other than those added by marriage, birth, adoption or court-awarded custody. A minor may only be added to the household if an adult household member has legal custody or guardianship of the minor. Legal custody is determined by considering marriage, birth, adoption or court and government agency awarded custody. A nucleus family member moving back into the home as an adult will not increase the bedroom size. If a member returns as an adult and brings additional non-nucleus members with them, the authorized bedroom size does not increase. Requests to add additional household members will be approved or denied after taking into consideration whether the addition of such people will cause over-crowding of the unit, and in the case of an adult member, whether the person meets all applicant screening criteria.

For authorized increases in family size, at no time will the number of persons in the unit exceed two (2) persons per bedroom plus two (2) persons per living/sleeping area.



## **H. Transfers**

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards or the PHA otherwise needs to utilize the unit for business purposes, the family will be required to move as soon as a dwelling of appropriate size becomes available. For authorized increases in family size, at no time will the number of persons in the unit exceed two (2) persons per bedroom plus two (2) persons per living/sleeping area. To the maximum extent possible, needed transfers will take precedence over new admissions. Transfers will not be limited to the project in which the family lives. A family who is required to transfer will be offered the next available unit that the PHA determines will meet the needs of the request. If the family chooses not to lease that unit, the PHA obligation to transfer the family will be considered met and the family may be given a 30 day notice to vacate.

Transfers for reasons other than regulated by the PHA will be considered based on medical reasons only.

All transfers requests must be in writing and may require verifications deemed necessary by the PHA. A request for transfer may be denied based on tenant history including but not limited to poor paying habits, care of dwelling, care of property, violations of the Lease, etc. A waiting list will be established using the above priorities as the primary determining factor and the date of request as the secondary factor.

The tenant will be charged a deposit on the new unit that is appropriate based on the Flat Rental Value of the Unit as determined by the PHA. The standard security deposit is equal to one month's Flat Rent as determined by the PHA and included in Statement of Policies listed according to location and bedroom size (Refer to Section II. Admission Policies – Conditions Governing Eligibility; item E. West County Flat Rents and item F. East County Flat Rents). The deposit on the vacated unit will be either refunded or accounted for according to California State law within 21 days of the family's vacating the unit.

Transfers of non-handicapped tenants living in a unit specifically designed for a handicapped person will be required when there is a handicapped family qualified to be placed and there is an available unit meeting the needs of the non-handicapped family. Tenants will be given a \$50 rent credit the month they move to assist with the costs of transferring units.

The Housing Authority allows two (2) working days (48 hours) for the tenant to turn in the keys and release possession of the old unit to the Housing Authority or the Resident Services Assistant from the date the lease is signed or keys received for the new unit. Paragraph 8 (q) of the lease agreement states that the tenant shall "Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease." The tenant is responsible to pay rent on the old unit until keys are turned in. If the tenant does not turn in the keys or release possession of the old unit within 48 hours, the tenant is responsible to pay the daily Market Rate based on the Flat Rent Amount for the old unit based on Site and bedroom size of old unit. The tenant cannot receive subsidy for two units and because the lease was signed and the tenant issued keys for the new unit, the new unit is subsidized as of the date the lease was signed or keys received. The HA may also require at least thirty (30) days advance notice of the transfer request and the participant may be required to pay rent through the expiration date of thirty day notice period as required by the lease agreement.

## **I. Rent, Utility Reimbursement**

The amount of rent payable by the tenant to the PHA shall be the Tenant Rent, as defined in and calculated in accordance with Section I.(J) of these policies. Where applicable, the Utility Reimbursement (as defined in Section I.(M) of this document) will be paid to the tenant by the PHA. If the utility company consents, a PHA may pay the Utility Reimbursement jointly to the family and the utility company or directly to the utility company. If the family chooses to pay a Flat Rent, the PHA does not pay any utility reimbursement.

## **J. Leasing of Dwelling Units**

A Lease Agreement is to be entered into between this PHA and each of its tenant families. The Lease Agreement is to be kept current at all times and is to reflect the rent being charged at time of signing, the unit occupied, the effective date of the lease, and the conditions governing occupancy.

### **1. Execution of Lease Agreement**

- a. The family member who is determined to be the actual head of the household of the Family, accepted as a tenant, is required to execute a Dwelling Lease, in duplicate, prior to actual admission. The copy is to be given to the Lessee and the original is to be filed in the permanent record folder established for the Family. The Lease shall contain the names of all members of the household who will reside in the unit. All family members 18 years of age and older (at the time of initial leasing or upon attaining that age) shall be required to sign the lease.
- b. If a tenant Family transfers to a different housing unit operated by this Authority, the existing Lease is to be canceled and a new Lease for the dwelling into which the Family is to move must be executed by the head of the household and all other household members 18 years of age and older.
- c. If, through any cause, the signer of the Dwelling Lease ceases to be a member of the tenant family, the Lease is to be voided and a new Dwelling Lease may be executed and signed by a new qualified head of the household, provided the family is eligible for continued occupancy.
- d. If at any time during the life of the Lease Agreement any other change in the tenant's status results in the need to change or amend any provision of the Lease, or if this PHA desires to waive any provision with respect to the tenant:
  - (1) The existing Lease is to be canceled and a new Lease executed, or
  - (2) An appropriate Rider is to be prepared and executed and made a part of the existing Lease.

(Notification to tenants regarding proposed changes will be in accordance with Federal Regulations governing same.)

2. Residents will be given a Briefing Packet at the time of initial lease up. This packet will contain information on maintenance procedures, unit care and housekeeping, utility services and information pertinent to the particular site they will be living at. In addition, all new residents may be required to watch a short video on housekeeping standards and sign an agreement to maintain their unit according to those standards.

3. Cancellation of the Lease Agreement

Cancellation of a tenant's Lease is to be in accordance with the provisions of the tenant lease form.

**SECTION III. CONTINUED OCCUPANCY POLICIES**

**A. Eligibility for Continued Occupancy**

To be eligible for Continued Occupancy in the HUD-aided Public Housing Projects operated by this PHA only those occupants:

1. Who qualify as a family (see Section I.(A.) except that an adult person or persons remaining as members of a family may be permitted to remain in occupancy (if a signatory to the lease); if the person or persons are named on the lease but did not sign it, then the PHA will determine if the person or persons are suitable as tenants having the ability to uphold a lease, if so, a new lease will be entered.
2. Who conform to the Occupancy Standards established in Section II. (E.), hereof;
3. Who are able abide by the terms of their lease. When there is no member of the family living in the apartment who can provide the needed care, a PHA representative will determine the state of competency. A conference may be held with the PHA representative, Department of Family and Children Services caseworker and a representative of the Health Department, or a doctor, to try to resolve the problem.

**B. Re-examination of Eligibility and Adjustment of Rent**

1. Annual Re-examination: To assure tenancy in the project is restricted to families meeting the eligibility requirements for Continued Occupancy set forth in Section III and that such families are charged appropriate rents, the eligibility status and the Income for all tenants is to be re-examined at least annually.

After the tenant's eligibility status and income have been determined, such action as may be necessary (see Paragraph 4.) is to be taken.

2. Interim Re-examinations: The HA will process the change if the decrease or increase in income is \$100.00 monthly or more and anticipated to continue for sixty (60) or more days. Any *decreases* in the family's income of at least \$100.00 monthly and anticipated to continue for sixty (60) or more days or any changes in the family's composition that are reported that will decrease the family's rent, the PHA will make the change effective the first of the next month, providing verification of the change has been received. If any changes that are reported will *increase* the family's rent, the PHA will give at least a 30 day notice before the increase takes effect. Increases in income will be processed if there is an increase of at least \$100.00 per month in the family's income, or if the change is for families eligible for, or currently receiving, earned income disallowance. Participants must report all changes in income, assets, and family household composition in writing within 10 days of occurrence. The participant will be required to repay the HA for any underpayment of rent caused by the unreported income, income that was not reported timely or an administrative error caused by HA personnel.

3. Income changes from welfare program

Families will not have their rents reduced (to the extent that the decrease in income is a result of the benefit reduction) if welfare or public assistance is reduced due to:

- Fraud; or
- Any failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program; or
- Any failure of any member of the family to comply with conditions under the assistance program imposing a work activities requirement.

This section is not applicable for reduction in benefits as a result of:

- The expiration of a lifetime time limit; or
- Where the family has complied with welfare program requirements but is unable to obtain employment.

4. Action Required Following Re-examination: Immediately following each tenant's reexamination, he/she is to be informed in writing concerning:

- a. Any change to be made in the rent or size of dwelling occupied;
- b. Increases in rent are to be made only after all facts have been verified and, in no case, without at least 30 days notification to the tenant.
- c. Decreases in rent are to be made effective the first of the month following that in which the change in family circumstance is reported (provided verification has been received) and the decrease complies with Section III (B)(4) of this section.

5. Misrepresentations: If the re-examination discloses that families, at the time of admission or at any other previous determination of income and rent, made misrepresentations which resulted in their being classified as eligible when, in fact, they were ineligible, they are to be required to vacate even though they may currently be eligible. Also, if at the time of re-examination it is found that the tenants' misrepresentations have resulted in their paying a lower rent than they should have paid, they are to be required to pay the difference between the rent paid and what should have been paid and in justifiable cases, the PHA may take such other action as it deems advisable.

6. Zero Income Families:

Families reporting less than \$100 in gross monthly household income will be asked how the family pays for necessary living expenses and the family will be required to complete, sign and date the Certification of Income Form. Such families will be required to provide documentation to the HA every 30 days until such time that the family has no Utility Reimbursement Payment (URP). Families with \$100 or less in gross monthly income will be re-evaluated every 30 days to determine if there are any new sources of income. Failure to provide required information may be cause for termination of rental assistance. HUD excluded income that is designated for a specific purpose (i.e. food stamps, etc.), does not count toward the calculation of gross income.

## **SECTION IV. ADMISSION PROCEDURE**

### **A. Determination of Eligibility for Admission, Establishing an Application Pool and Receipt of Applications**

1. This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families for the purpose of:
  - a. Determining whether they meet the conditions of eligibility for admission set forth in Section II. (A.);
  - b. Applying the preference requirements established in Section II. (B.);
  - c. Determining the rent to be charged in accordance with Section II. (D.);
  - d. Determining the size of the dwelling required in accordance with Section II. (E.)
2. Establishing the application pool, method of filing applications, and selection of tenants shall be as set forth in the PHA's adopted Tenant Selection and Assignment Plan, attached as Exhibit "B" of this document.
3. Tenants will be selected from among applicants eligible for dwellings of given sizes in such a manner as to avoid concentration of families according to income levels. In determining whether a family is eligible for admission or Continued Occupancy, the PHA shall consider information such as:
  - a. An applicant's past performance in meeting financial obligations, especially rent;
  - b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants;
  - c. Criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants;
  - d. Drug-related criminal activity, especially the manufacture, sales or distribution of controlled substances;
  - e. Other criminal activity, which may threaten the health or safety, or right to peaceful enjoyment of the premises by other residents or persons residing the immediate vicinity;
  - f. Other criminal activity, which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).
  - g. A family involved in drug-related criminal activity or violent criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority will be denied or terminated from the program in accordance with the County of Riverside's Zero Tolerance Policy adopted on June 4, 1996 and most recently adopted as amended on April 15, 2008.
  - h. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations.

In the event unfavorable information is obtained relative to the family, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects such as:

- i. Evidence of rehabilitation.
  - ii. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs.
  - iii. Evidence of applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
4. The pre-application constitutes the basic record of each family applying for admission. Each family will be required to supply information as called for on the pre-application for admission and to sign the pre-application attesting to the accuracy of the data provided.

If during the application interview, or at any time in the future, it appears that the applicant is definitely not eligible, the applicant is to be informed of the basis for such determination and shall be provided an opportunity for an Informal Review. In such instances, sufficient information is to be entered on the pre-application form or HA data base to record the reason for the ineligibility.

The family Head, and other such family members as the PHA shall designate, shall execute HUD approved release and consent form authorizing any depository or private source of income or any Federal, State, or local agency to furnish or release to the PHA and to HUD such information determined to be necessary.

If, after verification of application data, it is determined that the applicant is eligible, he shall be notified of the approximate date he may be housed, insofar as that date can be reasonably determined. The family will be required to submit a holding deposit equal to \$260.00 or one month's rent, whichever is higher. At its discretion, the PHA may allow a short-term payment arrangement regarding the deposit on a case by case basis. The actual Security Deposit amount required is equal to the flat rate of the unit as incorporated within this Statement of Policies.

All entries, when possible, are to be made in ink, indelible pencil, or typed in. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason and authority for such change noted in the record.

5. To assure that the data upon which determination of eligibility, preference status, citizenship or immigration status, rent to be paid, and size of dwelling required are to be based are full, true and complete, the information submitted by each applicant is to be verified. Verifications will be obtained according to HUD hierarchy methods set forth in Section IV herein. Complete and accurate verification records are to be maintained.

6. Information relative to acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Verification data is to be reviewed and evaluated as received for completeness, accuracy, and conclusiveness.

Where the information received is not adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that, for one or more reasons, an applicant is ineligible, the investigation is to be discontinued.

As verification of all necessary items for each application is completed, a summary of the verified information is prepared by entering all information in the PHA computer. The summary is to cover the following determinations:

- a. Eligibility of the applicant group as a family;
  - b. Eligibility of the family with respect to income limits for admission. Family Annual Income (see 24 CFR 5.609) is used both for determination of income eligibility and PHA income targeting under 24 CFR 960.202. Preference status, if any, of the family;
  - c. Size of unit to which the family is to be assigned;
  - d. Rent which the family is to pay; and
  - e. Proof that an applicant is, if claimed, elderly, disabled, or handicapped, as defined previously.
7. No applicant will be excluded from public housing solely because of the applicant's membership in a protected group.
  8. If the verified data used in determining an applicant's eligibility, preference rating, and rent to be charged is not more than 60 days old at the time an applicant is selected for admission and the applicant states that no change has occurred in his status, the data will be considered as reflecting the applicant's status at the time of admission. If data on file is over 60 days old, inquiries are to be made of the applicant, his replies recorded, and any reported changes which may affect his eligibility, preference rating, rent and the unit size are to be re-verified prior to leasing.

## **SECTION V. RE-EXAMINATION PROCEDURES**

1. Determination of Re-examination Date:  
The re-examination of all families is to be conducted at least annually from the time of admission or prior to the transfer of units. The PHA shall conduct a re-examination of Families who have selected Flat Rent not less than once every three years.
2. Re-examination Procedures:  
Data assembled at the time of re-examination is to be filed in the file set up for the family at the time of its admission. The file may be stored as an imaged or scanned form.
  - a. Receipt of Eligibility Questionnaire:  
Each tenant family is required, at the time of re-examination, to complete and sign the Eligibility Questionnaire and to provide the required information. All entries are to be made in ink, indelible pencil, or type written. Corrections or changes are to be made

by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the changed data, and the reasons for such changes are to be noted in the record. All persons 18 years of age and older are required to review the Eligibility questionnaire in its entirety, and include all requested information, and initial and sign where required. All responses must be true and complete.

- b. Verification and Documentation of Re-examination Data: To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are to be based is full, true, and complete, the information submitted by each applicant is to be verified. Complete and accurate verification records, as set forth in Section VI, are to be maintained in the tenant's file.
- c. Summary of Verified Data: Verification data is to be reviewed and evaluated as it is received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. As verifications of all necessary items for each application are completed, a summary of the verified information is to be prepared. The summary is to cover the following determinations and the basis for such determinations:
  - (1) Eligibility of the tenant group as a family or as the remaining member of a family.
  - (2) Size of dwelling required, and
  - (3) Rent which the family is to pay.

When the verified findings are at substantial variance from the data furnished by the tenant in his Eligibility Questionnaire, the tenant is to be interviewed and an opportunity is to be given to explain the discrepancies. This can be in the form of a Pre-eviction Appointment.

Families reporting less than \$100 in gross monthly household income will be asked how the family pays for necessary living expenses and the family will be required to complete, sign and date the Certification of Income Form. Such families will be required to provide documentation to the HA every 30 days until such time that the family has no Utility Reimbursement Payment (URP). Families with \$100 or less in gross monthly income will be re-evaluated every 30 days to determine if there are any new sources of income. Failure to provide required information may be cause for termination of rental assistance. HUD excluded income that is designated for a specific purpose (i.e. food stamps, etc.), does not count toward the calculation of gross income.



## **SECTION VI. VERIFICATION PROCEDURES**

### **Introduction**

HUD regulations (24 CFR 960.259 (c)) require that the factors of eligibility and Total Tenant Payment (TTP) be verified by the HA. Applicants and program participants must furnish proof of their eligibility whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, combined assets exceeding five thousand dollars (\$5000.00) allowable deductions, family status, and changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

### **A. Release of Information**

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to a release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the PHA or HUD.

### **B. Methods of Verification**

#### **PIH Notice 2010-19 (HA) & CFR 5.233**

When PIH 2013-03, or subsequent extension notices expires, the PHA will verify information through the six methods of verification acceptable to HUD in the following order:

#### **Level Verification Technique Ranking**

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

#### **Third Party Verification Techniques**

**Upfront Income Verification (UIV) (Level 6/5):** The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are

encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases (such as DPSS reports), to validate tenant-reported income.

**\*\*For each new admission (form HUD-50058 action type 1), the PHA is required to do the following: i. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and ii. Print and maintain a copy of the EIV Income Report in the tenant file; and iii. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.**

**Written Third Party Verification (Level 4):** An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

**Written Third Party Verification Form (Level 3):** Also, known as traditional third party verification (a standardized form to collect information from a third party source). PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

**Oral Third Party Verification (Level 2):** Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family. PHA staff should document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed information. This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

**Non-Third Party Verification Technique Tenant Declaration (Level 1):** The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant

declaration, the PHA must document in the tenant file why third party verification was not available.

All original or authentic documents will be stamped (or notated) "**Viewed Original**" and retained/imaged into the family file. Original documents will be photocopied and returned to the applicant/participant if specifically requested and at PHA discretion. When documents cannot be photocopied, staff viewing the documents will annotate the file accordingly. A faxed authentic document from the source will be considered as an original document.

The HA will allow up to ten days for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

### **C. Computer Matching**

In addition to EIV, the HA utilizes computer matching with the Department of Social Services (DPSS), the INS SAVE system. Other computer matching agreements with federal, state, and local government agencies will be utilized if available and cost-effective.

### **D. Items to be verified**

All eligibility factors will be verified, such as waiting list preference, income, combined assets exceeding five thousand dollars (\$5000.00), and household composition.

### **E. Verifying non-financial factors**

#### **Verification of Legal Identity**

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

#### **Family Relationships**

The HA will require familial relationship verification as appropriate and necessary.

#### **Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will require verification of the new address, and a notarized or certified statement signed by the individual who is permanently absent requesting to be removed from the household and lease and relinquishing any portion of his/her security deposit. If the individual is unavailable or refuses to sign the above documents, the Head of Household or remaining adult member must obtain a move out order from the court. A spouse/co-head away in the military is not considered to be absent and their income is to be included in total household income with the exception of the portion of pay that is specifically designated as hostile fire pay.

#### **Verification of Change in Family Composition**

The HA may verify changes in family composition (either reported or unreported). Third party verification procedures will be used.

#### **Verification of Disability**

Third party verification procedures will be used to document permanent disability status.

#### **Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall

into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status. Citizenship is verified via an original Certified Abstract of Birth or Certified Birth Certificate within the U.S. or its Territories, or an original Social Security Card in the absence of an original Certified Abstract of Birth or Certified Birth Certificate. Copies do not verify Evidence of Citizenship. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If any family member fails to provide and sign as required, the family may be denied or terminated from assistance.

If the PHA determines that a family member has knowingly permitted an individual who is not eligible for assistance to reside in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

The HA is required to terminate assistance for any household that does not have at least one member that is a citizen or who has eligible immigration status. The household cannot add any additional member(s) to the household to attempt to satisfy the requirement. The member with eligible status must already be part of the initial assisted household or already be a member added by natural progression as explained elsewhere in these policies and who has been approved by the HA in writing to reside in the unit.

#### **Verification of Social Security Numbers**

All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the addition of new household members at least six (6) years of age or under the age of six (6) who **has an assigned SSN**, the tenant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add new household member or during interim re-examination. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Addition of new household members under the age of 6 **and who do not have an assigned SSN**, are can be included as household members and are entitled to benefits. In this case, the Head of Household is given ninety (90) days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances.

## **SECTION VII. TERMINATION OF TENANCY AND EVICTION**

The HA shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as the following:

- (a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- (b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- (c) Discovery after admission of facts that made the tenant ineligible.
- (d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- (e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a lifetime registration under a State sex offender registration program.
- (f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- (g) Failure of a family member to comply with the community service requirement.
- (h) There are no remaining members with eligible immigration status or U. S. Citizenship.

### **Lease Termination Notice:**

The HA shall give written notice of lease termination of:

- (a) 14 days in the case of failure to pay rent
- (b) a reasonable time considering the seriousness of the situation (but not to exceed 30 days):
  - (1) when the health or safety of other residents, HA employees or persons residing in the immediate vicinity of the premises is threatened or
  - (2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity or (3) if any member of the household has been convicted of a felony
- (c) 30 days in any other case, except that if a State or local law allows a shorter notice period, such period shall apply.
- (d) The tenant shall give the HA 30 days advance written notice of his intention to terminate the lease and vacate the premises.

## **SECTION VIII. VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. § 1437d (u)(3)) and in the HA's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision, the provisions of this section shall prevail.

### **A. Termination of tenancy**

1. An incident of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the tenant or

any member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, the HA may terminate tenant's tenancy under the lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
4. Further, nothing in this section shall prohibit the HA from terminating tenancy under the lease based on a violation of the lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, the HA shall not apply a more demanding standard against the tenant or a lawful occupant than to other tenants.

**B. Bifurcation of Lease.**

Under the authority provided in Section 6(l) (6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(1)(6)(B)), the HA may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The HA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

**C. Certification.**

The HA will request that the victim abuse complete the HUD form 50066 -- Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the HA requests it.

If the certification is not delivered to the HA within the 14-day period allowed, the provisions of this section will not apply and the HA may elect to terminate tenancy and evict without regard to the protections provided in this section.

**D. Confidentiality.**

The law requires that information provided to the HA concerning an incident or incidents of domestic violence, dating violence or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

## **SECTION IX. GRIEVANCE PROCEDURE FOR CONVENTIONAL PUBLIC HOUSING**

**(Refer to 24 CFR 966, Subpart B)**

### **A. Applicability**

1. The Housing Authority grievance procedure shall be applicable to all individual grievances as defined in Section B of this procedure between the tenant and the Housing Authority. In those jurisdictions which require that prior to eviction, a tenant be given a hearing in court containing the elements of due process, the Housing Authority may exclude from its procedure any grievance concerning an eviction or termination of tenancy based upon:
  - A. A tenant's creation or maintenance of a threat to the health or safety or right to peaceful enjoyment of the premises of other tenants or Housing Authority employees or
  - B. Any violent or drug-related criminal activity on or off the premises or
  - C. Any criminal activity that resulted in a felony conviction of a household member.
  - D. Non-payment of rent and/or other charges
2. The Housing Authority grievance procedure shall not be applicable to disputes between tenants not involving the Housing Authority or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes.

### **B. Definitions**

For the purpose of this procedure, the following definitions are applicable:

1. "Grievance" shall mean any dispute excluding that outlined in Section A (1) above, which a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant's lease or Housing Authority regulations which adversely affect the individual tenant's right, duties, welfare or status, including a denial of a request for reasonable accommodation and the tenant's obligations.
2. "Complainant" shall mean any tenant whose grievance is presented to the Housing Authority office in accordance with Section C and D herein.
3. "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:
  - a. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
  - b. Opportunity for the tenant to examine all relevant documents, records and regulations of the Housing Authority prior to the trial for the purpose of preparing a defense;
  - c. Right of the tenant to be represented by counsel;
  - d. Opportunity for the tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
  - e. A decision on the merits.

4. "Hearing officer" shall mean a person selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.
5. "Hearing panel" shall mean a panel selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.
6. "Tenant" shall mean any lessee or the remaining head of the household of any tenant family residing in housing accommodations covered by this procedure.

**C. Informal Settlement of Grievance**

Any grievance shall be personally presented, either orally or in writing, to the Housing Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within 10 days time and one copy shall be given to the tenant and one retained in the Housing Authority's tenant file. The summary shall specify the names of the participants, date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under Section D may be obtained if the complaint is not satisfied. Any notice to vacate is considered a type of "summary of discussion".

**D. Procedure to Obtain a Hearing**

1. Request for hearing - The complainant shall submit a written request for a hearing to the Housing Authority by the close of the business day, no later than 10 calendar days from the date of receipt of the summary of discussion pursuant to Section C. The written request shall specify:
  - a. The reasons for the grievance; and
  - b. The action or relief sought, along with supporting documentation.
2. Selection of Hearing Officer or Hearing Panel - Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows:
  - a. The hearing officer or panel shall be an impartial, disinterested person(s) appointed by the Housing Authority.
  - b. The hearing officer may not be the person who approved the PHA action under review or a subordinate of such a person.
3. Failure to Request a Hearing - If the complainant does not request a hearing in accordance with this Section, then the Housing Authority's disposition of the grievance under Section C shall become final, provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.
4. Hearing Prerequisite - All grievances shall be personally presented either orally or in writing as prescribed in Section C as a condition prior to a hearing under this section, provided that if the complainant shall show good cause why he failed to proceed in accordance with Section C to the hearing officer or hearing panel, the provisions of this procedure may be waived by the hearing officer or hearing panel.



5. Escrow Deposit - Before a hearing is scheduled in any grievance involving the amount of rent as defined in the tenant lease which the Housing Authority claims is due, the complainant shall pay to the Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the Housing Authority action or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the Housing Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of his grievance in any appropriate judicial proceeding
6. Scheduling of Hearing - Upon complainant's compliance with paragraphs 1, 4 and 5 of this section, a hearing shall be scheduled by the hearing officer or hearing panel within 5 business days from the information packet is received. A written notification specifying the date, time and location of the hearing will be sent or delivered to the complainant. This notification will also contain: (1) the family's right to bring evidence, witnesses, legal or other representation at the family's expense; (2) the right to review any documents or evidence in the possession of the PHA on which the PHA based the action (to be provided no later than 7 days before the hearing); (3) notice that the family must provide copies to the PHA of any documents or evidence that the family will use at the hearing (to be provided no later than 7 days before the hearing).

After the hearing is scheduled, the family may request to reschedule only upon showing good cause, which is defined as an unavoidable conflict, which seriously affects the health, safety, or welfare of the family.

#### **E. Procedures Governing the Hearing**

1. The hearing shall be held before a hearing officer or hearing panel, as appropriate.
2. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
  - a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Housing Authority that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the Housing Authority at the hearing;
  - b. The right to be represented by counsel or other person chosen as his or her representative;
  - c. The right to a private hearing unless the complainant requests a public hearing;
  - d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the Housing Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority or project management relies; and
  - e. A decision based solely and exclusively upon the facts presented at the hearing.

3. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
4. If the complainant or the Housing Authority fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the Housing Authority shall be notified of the determination by the hearing officer or hearing panel, provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in an appropriate judicial proceeding.
5. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.
6. The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the Housing Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the direction of the hearing officer or hearing panel 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.
7. The complainant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

**F. Decision of the Hearing Officer or Hearing Panel**

1. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within 10 business days after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's folder and made available for inspection by a prospective complainant, his representative, or the hearing panel or hearing officer.
2. The decision of the hearing officer or hearing panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
  - a. The grievance does not concern the Housing Authority action or failure to act in accordance with or involving the complainant's lease or Housing Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;

- b. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.
3. A decision by the hearing officer, hearing panel, or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceeding, which may thereafter be brought in the matter.

**G. Housing Authority Eviction Actions**

If a tenant has requested a hearing in accordance with Section D on a complaint involving a Housing Authority notice of termination of the tenancy and the hearing officer or hearing panel upholds the Housing Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction action in a State or local court until it has served a notice on the tenant allowing five (5) calendar days to vacate (from the date of the hearing officer's decision letter or the PHA's initial thirty (30) day notice to vacate, whichever is later). In no event shall the eviction be initiated through the courts prior to the decision of the hearing officer or hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

**H. Costs of the Hearing**

Each party shall bear their own costs for the hearing. The Housing Authority shall be responsible for providing a suitable site for the hearing proceedings.

## **SECTION X. RESIDENT SURVEY FOLLOW-UP PLAN**

In accordance with Public Housing Assessment System (PHAS) regulations, the PHA has developed this Follow-up Plan as part of its Annual Plan because the PHA scored less than 75% on the Resident Surveys in the two following areas: Communication, Safety and Neighborhood Appearance.

### **A. Communication**

In order to encourage and improve communication between PHA staff and residents, the following will be implemented:

- Staff will conduct “knock and talks” with residents when conducting site visits. They will ask the residents if they have any concerns. Any concerns raised will be addressed.
- Resident meetings will be held twice a year on the sites for outreach purposes and to encourage community involvement.
- Residents may be invited to attend the monthly Public Housing staff meetings or any community meeting. Residents may be informed of the times and dates of the meetings, they may be published in the quarterly newsletter and/or notices may be posted at sites.
- Resident Concern Forms will be available in the managers’ offices and at the PHA offices. One will be given to residents at their annual inspection and at their initial leasing appointment.
- Customer Service Surveys are available to residents at HA office appointments
- Managers may have office hours that include either one evening or one weekend day to better meet the needs of working residents.
- Community Day events will be held at most sites. In-kind support is received from other agencies such as the police and fire departments. Fundraising is performed to self-fund the events. The events will be held on various dates throughout the year and may be rescheduled depending on whether there inclement weather that necessitates rescheduling.
- Resident concerns submitted in writing will be responded to timely.
- A quarterly newsletter is sent to all residents informing them of resident services, upcoming events, self-sufficiency opportunities, and information pertaining to addenda, rules and the lease.

### **B. Safety**

- Additional lighting has been installed. We will continue to evaluate and address lighting on all sites to ensure adequate coverage on the site.
- We are working with the HUD Inspector General local field office to do criminal checks, site visits and taking appropriate action.
- We thoroughly screen residents for criminal activity, credit history and rental history.
- Maintenance has a regular preventative maintenance program to ensure units are maintained to meet safety requirements.
- In all cities where the program is available, the communities are certified through the police departments for Crime Free Multi Housing.
- Fire extinguishers are maintained on all sites and are replaced immediately when needed.

### **C. Neighborhood Appearance**

- We have a graffiti removal program to have it removed promptly.
- All sites have Resident Services Assistants to maintain the property. These Assistants work hand-in-hand with the Maintenance Department to ensure prompt removal of trash, broken glass, etc.

- We contract with pest control service companies who monthly service both individual units and common areas. If a particular unit needs additional service, it is completed and may be charged to the resident at the PHA's discretion.
- Maintenance has a regular preventative maintenance program which maintains individual units as well as common areas.
- Landscaping services are contracted and services are provided weekly, which includes mowing, trimming, sprinkler servicing and removal of leaves, etc.
- Playground equipment, tot lots, basketball courts and picnic areas are maintained and Resident Assistants monitor their use.

**EXHIBIT A**

**INCOME LIMITS EFFECTIVE December 3, 2012**

<b>Family Composition</b>	<b>Extreme Low Income 30% of Median</b>	<b>Very Low Income 50% of Median</b>	<b>Low Income 80% of Median</b>
1 Person	\$13,400	\$22,300	\$35,700
2 Persons	\$15,300	\$25,500	\$40,800
3 Persons	\$17,200	\$28,700	\$45,900
4 Persons	\$19,100	\$31,850	\$50,950
5 Persons	\$20,650	\$34,400	\$55,050
6 Persons	\$22,200	\$36,950	\$59,150
7 Persons	\$23,700	\$39,500	\$63,200
8 Persons	\$25,250	\$42,050	\$67,300
9 Persons	\$26,750	\$44,600	\$71,350
10 Persons	\$28,300	\$47,150	\$75,450
11 Persons	\$29,800	\$49,700	\$79,500
12 Persons	\$31,350	\$52,250	\$83,600
13 Persons	\$32,900	\$54,800	\$87,650
14 Persons	\$34,400	\$57,350	\$91,750

Family Annual Income (See 24 CFR 5.609) is used both for determination of income eligibility and PHA income targeting under 24 CFR 960.202. The HA will use the income limits listed in this section unless HUD publishes revised income limits. The HA will use the income limits as defined by HUD. For the Affordable Public Housing Program: The HA uses the Low Income Limit by family size, which is based on 80% of the median income.

## EXHIBIT B

### TENANT SELECTION AND ASSIGNMENT PLAN

1. All applications received by the Housing Authority will be dated and time stamped in order to determine the priority for applications of persons who are equally eligible.
2. Both new applications and those already on file will be categorized according to the unit size, which is appropriate for the applicant family. One waiting list will be maintained. Two area preference lists may be maintained for the convenience of the applicants. The applicant family will be placed on as either or both preference lists if they so choose. At the PHA discretion the PHA may utilize site-based waiting lists to improve asset management efficiency.

Households wishing to apply for public housing may complete and submit applications in either of the Housing Authority offices located in Indio and Riverside, as well as, at Public Housing Communities. Applications are accepted in person, on the website, by fax and mail during regular business hours. Requests for mail-out applications will be honored. Applications may be taken over the phone as a reasonable accommodation for persons with disabilities.

Once received, applications will be date and time stamped and the preference rating identified. Bedroom size needs will be considered and applicants will be placed on the waiting list according to the above criteria.

Separate preference lists by area:

- A. Area #1            West County:**  
Anza, Rubidoux, Glen Avon, Pedley, Norco, Corona, Riverside, Moreno Valley, Perris, Romoland, Homeland, Menifee, Murrieta, Sun City, Winchester, Lake Elsinore, Canyon Lake, Temecula, Rancho California, San Jacinto, Hemet
- B. Area #2            East County:**  
Beaumont, Banning, Cabazon, Desert Hot Springs, Cathedral City, Palm Springs, Palm Desert, Coachella, Mecca, Blythe, Thermal, Indio

**C. Number of units per area and type**

	# of Units	Type
Area #1	274	Family
Area #2	195	Family
Total Units	469	

**D. Street addresses of HA units by area:**

Locations (All are within Riverside County, California)		Bedroom sizes	Total Units
Area #1	4675 Jackson St.; Riverside, CA 92503	1, 2	68
	5571, 5577, 5581, 5587, 5591, 5597 34th Street; Riverside, CA 92509	2	29
	372 Highland; Riverside, CA 92507	2	4
	3974, 3986, 3990, 3992, 3996, 3998 Fort Dr.; Riverside, CA 92509	1, 2, 3	9
	Gloria, Perris Bl.; Moreno Valley, CA 92553 13816, 13836 Perris Bl; 25011, 25025, 25033, 25035, 25037, 25039, 25045, 25051, 25078, 25080, 25103, 25104, 25105, 25106, 25115, 25116, 25117, 25118, 25125, 25126, 25127, 25128 Gloria St	1, 2, 3, 4	34
	24340, 24346, 24356, 24360, 24366 Dracaea; Moreno Valley, CA 92553	2	28
	22211, 22215, 22239, 22245 Sherman St.; Moreno Valley, CA 92553	3, 4	4
	102, 104, 108, 112, 116, 120, 124, 130, 136, 142 Midway; Perris, CA 92570	1, 2, 3	40
	33051, 33091 Fairview; Lake Elsinore, CA 92530	2	16
	16366, 16376, 16388, 16400, 16412, 16422, 16436, 16448 Broadway; Lake Elsinore, CA 92530	2	28
	475, 479 Idyllwild Dr.; San Jacinto, CA 92583	2	14
	<b>Area #1 Total Units</b>		

Area #2	5 <sup>th</sup> St. / Maple; Beaumont, CA 92223 (478 & 486 Maple; 717, 733, 749, 765, 769, 777, 781, 789, 815 and 837 E. 5 <sup>th</sup> )	3, 4	12
	975 E. Williams; Banning, CA 92220	2	14
	13580, 13582, 13584, 13586, 13588, 13590, 13600, 13602, 13604 Don English; Desert Hot Springs, CA 92240	2, 3	42
	34355 Corregidor Dr.; Cathedral City, CA 92234	2	14
	45-909 Aladdin, Indio, CA 92201	2, 3, 4	20
	56-640, 56-660, 56-680 Polk St; Thermal, CA 92274 87-015 and 87-045 Church; Thermal, CA 92274	2	28
	56-690, 56-700, 56-710, 56-720 Polk; Thermal, CA 92274	3, 4, 5	25
	91-400 Seventh Street; Mecca, CA 92254	3, 4, 5	40
<b>Area #2 Total Units</b>			<b>195</b>

<b>Area #1 and Area #2 Combined Total Units</b>			<b>469</b>
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3. As vacant units become available, assignments will be made on a daily basis to eligible applicants according to his/her relative standing or position on the waiting list. Each eligible applicant on the waiting list will be referred in the order of preference/and income range to an appropriate available unit.
4. The applicants at the top of the list for the available size unit will be selected unless:
  - A. Two or more applicants having equal preferences (being equal in weight), then the one fitting the income range needed to maintain the projects economic mix will be offered the unit unless;
  - B. Two or more applicants having equal preferences (being equal in weight) and falling within the same income range needed to maintain the economic mix of the project, then the earliest date and time of application will be the determinant;
  - C. Two or more applicants having equal preferences (being equal in weight) decline the unit being offered, at which time the unit will be made available for immediate housing. If necessary the unit will be informally advertised through shelters, social services, local listings and any other resources necessary to rent the unit. Admission Policies as defined in Section II of this document will be maintained.
5. No unit will be left vacant waiting for an applicant of appropriate income range and size so long as the family size meets established Occupancy Standards (See Section II (e)).
6. Eligible applicants shall not be allowed to decline two appropriately sized unit offered without good cause. If two units are declined, the applicant's name will be withdrawn from each of the public housing waiting list that the applicants name appears on unless:
  - A. The applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his/her inability to move.
  - B. The applicant presents clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to consideration of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation.
7. In any instance where the applicant rejects the suitable unit for either reason A or B above, the applicant will retain his/her position on the waiting list and will be offered the next suitable unit. Rejection of the next suitable unit offered, other than for reason A or B above, will result in the applicant being withdrawn from each of the public housing waiting list. If an applicant turns down one or more units within a 12 month period after being returned to the waiting list due to turning down available units, the applicant will be withdrawn from the Public Housing Waiting List. An applicant may reapply with a new registration date at any time the waiting list is open.
8. Handicapped applicants shall be given preferences as to date and time of application when the vacant unit is a unit designed specifically for a handicapped or disabled family. Vacant, accessible units will be offered to handicapped and/or disabled households as follows:

First, to a current occupant of another unit of the same project, or comparable projects under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then

Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit.

When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the PHA will require the applicant to agree (and incorporate this agreement into the lease) to move to a non-accessible unit when the handicap accessible unit is needed by a handicapped family, and a suitable unit is available for the non-handicapped family to move into.

9. The Authority currently administers two types of resident transfers, as follows:
- a. Required Transfer: Results when a resident's unit is no longer suitable in accordance with the Authority's occupancy standards or the PHA otherwise needs to utilize the unit for business purposes. A transfer shall be required due to authorized increases in family size in cases where the family size exceeds two persons per bedroom and two persons in the living room.
  - b. Medical Transfer: Transfers may be granted for verifiable medical reasons and as a reasonable accommodation for disabled/handicapped persons. The requested accommodation must have a nexus to the disability.

The Authority will establish a combined/single waiting list for each category of transfers (required and requested). Households on the transfer and new applicant waiting lists will be referred to appropriate, available units in the following order:

- (1) Vacancies will first be offered to existing residents who are required to transfer.
- (2) Remaining vacancies will then be offered to existing residents who have requested medical transfers (as set forth in item 9, B. above).
- (3) Any remaining vacancies will be offered to new applicants for housing assistance.

Note: If the HA already received a holding deposit on a unit prior to receiving or verifying a transfer request, the unit will be continued to be leased to the applicant that placed the deposit and the existing tenant will be placed on a waiting list in accordance with 9b of this section.

10. Under no circumstances is a unit to be leased without following the above guidelines. A supervisor's signature is required for any exceptions. On occasion the agency will have ready units that are vacant for more than 7 days or that has been offered to eligible registrants through the waiting list process and two or more have turned down the unit(s) offered. If this should occur, the units will be offered as Immediate Housing.

An Immediate Housing unit is a unit that has been ready for more than 7 days or which has not been selected by an applicant in the current release (two or more eligible registrants have turned down the unit). Immediate Housing is only offered if we have already offered the unit to the applicants that were released on the waiting list that the leasing agent is processing. The entire waiting list does not have to be exhausted to

offer the unit for Immediate Housing; however, we must demonstrate through documentation that we have a current release and have offered the unit to all eligible applicants and it was not selected.

11. Removal from the Waiting List: Failure to respond to mailings, requests for information and updates within 30 calendar days will result in the Applicant being withdrawn from the Waiting List. If a letter is returned by the Post Office without a forwarding address, the registrant will be removed without further notice from all waiting lists that the applicants name appears on, and a record will be maintained on the computer. Reasonable accommodations will be made for persons with disabilities. The waiting list will be purged periodically by a mailing to registrants to ensure that the waiting list is current and accurate. Failure to accept the PHA's offer of one or more units on two or more separate occasions will result in the applicant being withdrawn from the waiting list and it will be necessary for the applicant to reply at such time they are interested in the program provided the waiting list is open at the time.

**EXHIBIT C**  
**TENANT CHARGES - MAINTENANCE REPAIR COSTS**

The flat rate charges listed will apply to all repairs; some of which are not applicable tenant charges. Tenant damages and that which is beyond normal wear and tear will be charged to the tenant. Charges for travel time will be included and charged to the tenant for any afterhours response time outside of business hours to and from the unit including picking up the company truck at the hourly rate of \$40.00 per hour (1/2 hour minimum). In the event that an afterhours call is received and responded to but corrected prior to maintenance arriving at unit, the tenant will be charged travel time to and from the location maintenance received the cancellation. In the event work items listed below are completed by contract (other than Housing Authority staff) the flat rate charge will apply except when the charge for services is less than the flat rate, in which case the tenant will be charged the lesser amount. All items of repair not listed will be charged on a time and material or actual cost basis. Labor will be calculated at \$40.00 per hour with a half hour minimum.

	<b><u>Flat Rate Charge</u></b>
<b>1. WINDOW REPAIRS</b>	
a. Single Strength	Contract charge + Labor
b. Double Strength	Contract charge + Labor
c. Double glazed windows	Contract charge + Labor
d. Bathroom mirror	45.00
e. Window lock repair	15.00
<b>2. WINDOW COVERINGS (Replacement)</b>	
a. Replace vertical blinds 48" x 48" and under	45.00
b. Repair vertical blinds	15.00
c. Replace vertical blinds above 48" x 48"	60.00
d. Replace vertical vanes under 84" long	5.00 each
e. Replace vertical vanes 84" and over	8.00 each
f. Replace vertical headrail 48" and under	15.00
g. Replace vertical headrail 49" – 66"	20.00
h. Replace vertical headrail 67" – 90"	25.00
i. Replace vertical headrail 91" – 102"	28.00
<b>3. SCREEN REPAIR/REPLACE</b>	
a. Re-screening only	1.25 sq. ft.
b. Complete new screen	2.75 sq. ft
c. Sliding Screen Door replacement	60.00
<b>4. DOOR REPAIRS/REPLACEMENT</b>	
a. Hollow core (interior)	45.00 + Labor
b. Solid core (exterior & garage access)	175.00 + Labor
c. Door jamb replacement, exterior	150.00 + Labor
d. Door jamb replacement, interior	20.00 + Labor
e. Door jamb repair	20.00
f. Heavy duty screen door (including installation)	175.00 including passage door knob
g. Deadbolt keyed to unit for Heavy duty screen door	85.00 including labor
h. Entry door locks	75.00 + Labor and change core charge
i. Deadbolt locks	85.00 + Labor and change core charge

j.	Change core on lock (front, rear, storage)	25.00 each
k.	Keys (each)	3.50 each
l.	Interior privacy knob w/lock (bath)	25.00
m.	Interior passage knob	15.00
n.	Mailbox lock change/install with 2 keys	25.00
o.	Re-hang wardrobe doors (2) - no repairs	10.00
p.	Repair/re-hang wardrobe doors (2)	30.00
q.	Replace wardrobe doors vinyl	125.00 48" x 80" installed
r.	Replace wardrobe door guide	10.00
s.	Closet rod	15.00
t.	Closet rod brackets (2)	5.00
<b>5.</b>	<b>WALL REPAIRS (Interior)</b>	
a.	Dry wall construction	30.00 per sq. ft. or portion thereof
b.	Plaster construction	40.00 per sq. ft. or portion thereof
<b>6.</b>	<b>CABINET REPAIR</b>	
a.	Wood paneling/cabinet fronts	45.00 per panel
b.	Cabinet door & drawer replacement	45.00
c.	Hinge replacement	10.00 per pair
d.	Drawer guides	10.00 per pair
<b>7.</b>	<b>FLOOR REPAIRS</b>	
a.	Vinyl tile	5.00 square
b.	Cove base replacement	2.00 lin. ft.
c.	Repair or replace carpet (average)	10.30 a yard or portion there of
d.	Ceramic Tile Replacement	30.00 square
<b>8.</b>	<b>ELECTRICAL REPAIR</b>	
a.	Light switch or plug replacement	15.00
b.	Dining room hanging light fixture	40.00
c.	Wall/porch light fixture	35.00
d.	Bath, bedroom and hall light fixture	40.00
e.	Switch or plug plates	5.00
f.	Globe only	15.00
g.	GFI	45.00
h.	Light bulb (60 watt)	2.00
i.	Light bulb (48" fluorescent)	5.00
j.	Light bulb plc-4 (18 watt)	10.00
k.	48" Kitchen fluorescent light diffuser	15.00
l.	Smoke Detector replacement—Battery operated	25.00
m.	Smoke Detector replacement—Electrically operated	45.00
n.	Combination Smoke Detector and Carbon Monoxide Detector (battery or hardwired)	65.00
<b>9.</b>	<b>PLUMBING REPAIRS/ BATHROOM</b>	
a.	Washer replacements	5.00
b.	Washer and seat replacement	10.00
c.	Handle replacements	10.00
d.	Toilet seat	25.00

e. Shower rod	15.00
f. Shower head	10.00
g. Hand-held showerhead for handicapped accessibility	35.00
h. Towel bar	15.00
i. Toilet paper holder	10.00
j. Leaking sink drains	10.00
k. Garbage disposal repairs:	
-Free stuck unit if removal not required	15.00
-Removal required for repairs	25.00
-Change and replace	100.00
l. Medicine cabinet—Complete	50.00
m. Medicine cabinet—sliding door / shelf	8.00
n. Medicine cabinet door magnet	5.00
o. “O” ring replacement (faucets)	10.00
p. “Lift” stoppers (bathroom sinks, showers)	12.00
whole assembly replacement	30.00
q. Diverter valve repairs	15.00
r. Clean sewer drain (average)	60.00
s. Clean kitchen sink or lavatory drain or tub	35.00
t. Unstop toilet	35.00
u. Unstop main line	60.00
v. Replace toilet + Labor	150.00
w. Repair/replace P-traps	35.00
x. Replace kitchen faucet	50.00
y. Replace bathroom faucet	35.00
z. Remove toilet to unstop drain	100.00

## 10. HEATING / COOLING

a. Thermocouples	15.00
b. Fan controls	20.00
c. Thermostat	50.00
d. Cooler switch	20.00
e. Wall heater cover	65.00
f. Control knobs	3.00

## 11. PAINTING INTERIOR (Prep & painting)

a. One bedroom unit	250.00
b. Two bedroom unit	275.00
c. Three bedroom unit	350.00
d. Four bedroom unit	400.00
e. Five bedroom unit	450.00
f. Ceiling per unit or portion thereof	150.00
g. Individual interior door (no repairs)	20.00

## 12. CLEANING

### *Cleaning of complete unit (excluding stove & carpet):*

a. One bedroom	125.00
b. Two bedroom	150.00
c. Three bedroom	175.00
d. Four bedroom	200.00