



SPRINGFIELD  
HOUSING  
AUTHORITY

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

**Conventional Public Housing**

# 80ADMISSIONS AND CONTINUED OCCUPANCY POLICY FOR THE PUBLIC HOUSING PROGRAMS

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# CHAPTER 1: INTRODUCTION AND POLICY

## 1.1 Introduction & Mission Statement

The mission of the SHA is to promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination.

Among the SHA's goals in achieving this mission are the following:

- 1.) To provide high quality, affordable and desirable housing, and to support healthy, drug-free communities both in and surrounding units supported and managed by the SHA;
- 2.) To serve as the city's housing safety net to the maximum extent possible without sacrificing the health of the community and neighborhood;
- 3.) To design, implement and support educational and vocational programs with the goal of reducing the long-term reliance of residents on public assistance programs;
- 4.) To use established and innovative financial and human resources to ensure that each SHA resident and housing community has the opportunity to achieve his/her/its maximum potential;
- 5.) To promote the integration of public housing within the larger community;
- 6.) To comply with all applicable federal, state, and local statutes and regulations; and
- 7.) To ensure that all employees are provided with the necessary training and supervisor to accomplish their assigned responsibilities in promoting the mission of the SHA.

All employees of the SHA are expected to work cooperatively with management, residents, the public and co-workers toward achieving the mission and goals of the SHA as set forth by the Board.

This Admissions and Continued Occupancy Policy (ACOP) describes the admission, occupancy and transfer policies by which the SHA determines eligibility for admission, selects prospective residents, assigns apartments, admits residents, and processes transfers, in a fair and nondiscriminatory manner.

## **1.2 Statement of Nondiscrimination**

### **1.2.1 Compliance with Federal and State Laws**

It is the policy of the SHA to comply fully with existing Federal and State laws<sup>1</sup> protecting the individual rights of applicants, residents, or staff and any laws subsequently enacted.

### **1.2.2 Civil Rights and Fair Housing**

The Authority does not discriminate because of race, color, sex, sexual orientation, religion, age, handicap, disability, national origin, ethnicity, familial status or marital status, in the leasing, rental, sale or transfer of apartments, buildings, and related facilities, including land that it owns or controls.<sup>2</sup>

The SHA shall not, because of race, color, sex, sexual orientation, religion, age, handicap, disability, national origin, ethnicity, familial status,<sup>3</sup> or marital status:

- 1.) Deny to any Household the opportunity to apply for housing, or deny to any qualified Applicant the opportunity to lease housing suitable to his/her needs;
- 2.) Provide housing which is different from that provided to others except as required or permitted by law and in accordance with this Policy;
- 3.) Subject any person to segregation or disparate treatment;
- 4.) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

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<sup>1</sup> Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendment Act of 1988); Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; and the implementing regulations at 24 CFR Parts 100,108,110, and 121. Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35 and M.G.L. Chapter 151B.

For SHA's state-aided housing, applicable regulations are found at 760 CMR 4.00, 5.00 and 6.00 covering housing developed under the Chapter 200, Chapter 667 and Chapter 705 programs.

<sup>2</sup> Buildings must be owned by the Authority and covered by a contract for annual contributions under the United States Housing Act of 1937 for properties in the Federal program, and/or a Massachusetts Department of Housing and Community Development Contract for Financial Assistance or operating funds for properties in the State program.

<sup>3</sup> See M.G.L. Chapter. 151B, § 4 and 42 U.S.C. § 3601

- 5.) Treat a person differently in determining eligibility or other requirements for admission;
- 6.) Deny a person access to the same level of services available to other similarly situated individuals; or
- 7.) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

To further its commitment to full compliance with applicable civil rights laws, the SHA will provide federal/state/local information to applicants/residents of the public housing programs regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be available at the SHA's Applications Office and all SHA management offices throughout the City. In addition, all SHA written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The SHA will assist any family that believes it has suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The SHA will also assist in completing the forms, if requested, and will provide the address of the Housing Discrimination Project, located at 57 Suffolk Street, Holyoke, MA, 01040, the Massachusetts Commission Against Discrimination, 436 Dwight Street, Suite 220, Springfield, MA, 01103 and the HUD Office of Fair Housing, Thomas P. O'Neill, Jr. Federal Building, 10 Causeway Street, Boston, MA 02202.

### **1.2.3 Right To Privacy**

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

The SHA will not release applicant or resident information unless there is a: (i) signed release of information request from the applicant or resident; (ii) lawful court order or through lawful civil or criminal discovery processes; (iii) a request for cooperation or for information from other governmental agencies or regulatory bodies; (iv) as authorized by HUD regulations; or (v) as otherwise authorized by law.

## 1.2.4 Reasonable Accommodations

The SHA shall make reasonable accommodations in policies and procedures and, if necessary and reasonable, make certain structural modifications for persons with disabilities (Applicants or Residents).

- The SHA cannot refuse to make a Reasonable Accommodation in rules, policies, practices or services when such accommodation may be necessary to afford a person with a physical or mental impairment equal opportunity to use and enjoy a SHA apartment, including public and common use areas.
- The SHA must make a modification to existing premises, when requested by a Disabled person, if the modification is reasonable and necessary to afford equal opportunity to use and enjoy SHA premises.
- An accommodation or structural modification is not reasonable if it would impose an undue administrative and financial burden on the SHA, or fundamentally alter the nature of the public housing program. The burden of demonstrating that a requested accommodation is unreasonable and imposes an undue administrative and financial burden, or fundamentally alters the nature of the public housing program is on the SHA. If granting the requested accommodation would create an undue administrative and financial burden, the SHA shall approve the request to the extent that it can do so without undergoing the undue burden or fundamental program alteration as described above.

The following procedures set out the means by which applicants and residents may request accommodations and the guidelines that the SHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the SHA will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

### 1.) Communication

The SHA will advise in writing the method to follow in order to request an accommodation on the following documents: application forms, written notifications at reexamination, inspections, appointments and/or evictions and any notifications requesting action by the resident. The General Counsel is the

SHA's ADA/504 Coordinator and is responsible for reviewing all requests for accommodations and for responding in writing to the requestors.

## 2.) Questions to ask in granting the accommodation

The appointed staff members will conduct the following analysis:

- *Is the requestor a person with disabilities?*

For the purpose of the Americans with Disabilities Act ("ADA") the definition of a person with disabilities is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. "Major life activities" includes functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, bathing, learning and working.

If the disability, for which the accommodation is being requested, is apparent or has already been documented, the answer to this question is yes. If the disability is not apparent or documented, the SHA will obtain verification from a physician that the person is a person with a disability within the meaning of the ADA.

- *Is the requested accommodation related to the disability?*

If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the requestor must provide documentation that the requested accommodation is needed due to the disability. The SHA will not inquire as to the nature of the disability. However, the SHA may inquire about the disability only to the extent that it is needed to make a determination regarding the applicant's eligibility for a program, a preference, or a reasonable accommodation.

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

a.) Would the accommodation constitute a fundamental alteration?

The SHA's business is housing. If the request would alter the fundamental business that the SHA conducts, it would not be considered reasonable. For instance, the SHA would deny a request to have the SHA do grocery shopping for a person with disabilities.

b.) Would the requested accommodation create an undue financial hardship or administrative burden?

Frequently, the requested accommodation costs little or nothing. If the cost would be an undue burden, the SHA may request a meeting with the individual to investigate and consider equally effective alternatives.

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

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

The SHA will consider a resident's request to make physical modifications to a unit at his/her own expense. In making its decision, the SHA will consider whether the proposed modifications comply with local code and/or affect the structural integrity of the building.

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

The SHA shall promptly provide the applicant for a reasonable accommodation with written notice of the decision. The notice shall contain the reason for the decision and inform the applicant that he/she may appeal the decision.

If the applicant for a reasonable accommodation is a SHA resident, he/she shall follow the SHA's Grievance Policy.

### **1.2.5 Records of Applications for Admission and Transfer**

SHA records with respect to applications for admission and transfer shall indicate the following for each application:

- 1.) Date and time of receipt;
- 2.) The determination of the SHA as to eligibility or non-eligibility of the applicant or resident;
- 3.) Where eligible, the apartment size for which eligible.
- 4.) Where eligible, the Priority and/or Preference category granted, if any, and the date such eligibility is granted;
- 5.) Race of Household Members (for statistical purposes only);
- 6.) Status as a Disabled Household or Household Member;
- 7.) Name(s) of Household Member(s);
- 8.) Address of Household including mailing address;
- 9.) Client number;

### **1.2.6 Records of Apartments Offered**

The SHA will maintain a record of apartments offered and to whom offered, including the date, location, apartment identification, client number, circumstances of each offer, each acceptance or rejection, and the reason for any rejection.

### **1.2.7 Applicant/Transfer Applicant Appeal Procedure**

An Applicant or Resident who believes himself/herself to have been aggrieved by any action, inaction or decision of the SHA in the processing of his/her application for admission or transfer shall have the right to a hearing. Applicants for admission are entitled to an appeal before a hearing officer pursuant to the provisions of this Policy and transfer applicants before the SHA Grievance Panel pursuant to SHA's Grievance Policy.

## **1.3 Accessibility and Plain Language**

### **1.3.1 Accessible Facilities and Programs**

Facilities and programs used by Applicants and Residents shall be made accessible. Application and management offices, hearing rooms, community rooms, laundry facilities, and other public spaces will be available for use by residents with disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made accessible so long as this does not impose an undue financial and administrative burden on the SHA.

### **1.3.2 Plain Language Paperwork**

Documents intended for use by Applicants and Residents will be presented in accessible formats for those with vision or hearing impairments and they will be written simply and clearly to enable Applicants and Residents with learning or cognitive disabilities to understand as much as possible.

### **1.3.3 English Language Ability**

Some Applicants will not be able to read (or to read English), so staff must be prepared to read and explain documents that they would normally hand to an Applicant to be read or filled out. Applicants who read or understand little English may need to be provided with an interpreter who can explain what is occurring. SHA will not pay the costs associated with having a foreign language interpreter but will make available information on free translation services. The SHA will make an effort to have its written materials translated into those languages frequently spoken by Applicants.

### **1.3.4 Other Services To Promote Accessibility To Programs**

Any notice to a resident or applicant, who is known not to speak English, shall bear a notice in commonly spoken foreign languages of the importance that the notice be translated.

Any notice to a resident or applicant, who is known not to speak English, shall bear a notice in commonly spoken foreign languages of the importance that the notice be translated.

The SHA is committed to providing meaningful access to the SHA's programs and activities by persons with limited English proficiency ("LEP"). No LEP applicant or resident will be denied access to SHA's programs and activities because the individual does not speak English, or communicates in English on a limited basis.

When given at least 24 hours notice of a need for an interpreter, the SHA will endeavor to have bilingual staff available or access to people who can translate and interpret languages other than English at no cost in accordance with the SHA's LEP Plan attached hereto as Appendix B and incorporated by reference into this Policy.

When provided with adequate notice, the SHA will endeavor to have sign language interpreters available for the hearing impaired.

The SHA's offices are accessible to persons with disabilities.

#### **1.4 Broad Range of Incomes (Income Mixing) and Deconcentration (Family Developments Only)**

In accordance with the Congressional mandate in the Quality Housing and Work Responsibility Act of 1998 (QHWRA) and with the approval of the Commonwealth of Massachusetts' Department of Housing and Community Development (DHCD), the SHA has adopted the federally required policies to provide for deconcentration of poverty and to encourage income mixing in all family developments.

SHA offers the plan below to facilitate both deconcentration and income mixing in SHA developments. The goals of the plan are to provide a sufficient mixture of extremely low-income, very-low, and low-income Households at all SHA developments, and to avoid circumstances wherein higher-income or lower-income developments are created with respect to the Authority-wide average income.

##### **1.4.1 Definitions**

For the purposes of this ACOP, Lower-Income Households are defined as Households whose annual income does not exceed eighty (80) percent of the Springfield area median income (AMI), with adjustments for smaller and larger Households, as determined by the Secretary of the U.S. Department of Housing and Urban Development. In accordance with 24 CFR 5.603, HUD may establish income ceilings higher or lower than 80% of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low household incomes. However, with regard to state developments, state income rules of eligibility as defined in 760 CMR 5.00 or any successor regulations will apply. Within this category of Lower-Income Households, the following definitions apply:

### **1.) Low-Income Household**

A Low-Income Household is defined as a Household whose annual income exceeds fifty (50) percent but *does not* exceed eighty (80) percent of the Springfield AMI, with adjustments for smaller and larger Households, as determined by the Secretary of Housing and Urban Development or Massachusetts Department of Housing and Community Development.

### **2.) Very Low-Income Household**

A Very Low-Income Household is defined as a Household whose annual income exceeds thirty (30) percent of the Springfield AMI but *does not* exceed fifty (50) percent of the AMI for the area with adjustments for smaller and larger Households, as determined by the Secretary of Housing and Urban Development or Massachusetts Department of Housing and Community Development.

### **3.) Extremely Low-Income Household**

An Extremely Low-Income Household is defined as a Household whose annual income does not exceed thirty (30) percent of the AMI for the Boston area, with adjustments for smaller and larger Households, as determined by the Secretary of Housing and Urban Development or Massachusetts Department of Housing and Community Development.

#### **1.4.2 Broad Range of Incomes (Income-Mixing)**

It is the goal of the SHA to attain, within a reasonable period of time, a resident population in each development composed of Lower-Income Households with a broad range of incomes. SHA will make an effort to assure that each of its developments will include Households with a broad range of incomes generally representative of the range of Lower-Income Households in the City of Springfield.

To achieve and maintain the basic objective of housing Households with a broad range of incomes, the SHA will review its waiting list to determine whether there is a representative income mix of Low, Very-Low, and Extremely-Low Income Households. If there is not a representative income mix, SHA will consider strategies to encourage a greater income mix including, but not limited to, conducting targeted outreach efforts and/or establishing income Preferences.

Regardless of any discretionary strategies the SHA may adopt to achieve the goal of income mixing, the SHA will ensure that it meets the following targeting requirements as set forth by federal regulation:

- In federal developments only, at least 40% of new admissions to the SHA's public housing program during each fiscal year will be Extremely-Low Income Households.
- SHA may reduce the required percentage of public housing apartments to which Extremely-Low Income Households must be admitted to the extent that the SHA has credits, in the same fiscal year, for admissions of Extremely-Low Income Households to its Section 8 tenant-based assistance program beyond the number required for that program. However, the SHA may not have more credits than the lesser of the following:
  - ✓ Ten percent of the total number of Households admitted to the Section 8 tenant-based assistance program during the fiscal year; **OR**
  - ✓ The number of the SHA's public housing apartments in developments located in census tracts with a poverty rate of 30 percent or more that are made available and filled by eligible Households who are not Extremely-Low income Households.
  - ✓ During any fiscal year and regardless of the number of credits from Section 8 tenant-based assistance admissions, at least 30 percent of SHA admissions to public housing apartments will be Extremely-Low income Households.

### **1.4.3 Deconcentration**

The admissions policies contained in this ACOP are designed to deconcentrate poverty. This objective will be achieved by bringing higher income Households into lower-income developments and/or lower-income Households into higher-income developments. While information regarding specifics of each development is contained each year in the SHA's Annual Plan, which is submitted to HUD and DHCD, below is an outline of SHA's deconcentration policy.

The SHA will accomplish the deconcentration goal in a uniform and nondiscriminatory manner. While targeting certain levels of income for admission to SHA public housing, SHA will not intentionally concentrate lower-income Households, as defined below, in one public housing development or building within a development.

## 1.) Deconcentration – Identification Procedures

Annually, the SHA will calculate the average income at all SHA Family developments (“the Authority-wide average income”). The Authority will also calculate the average income of all Households at each Development separately (“the Development average income”). Developments in which the Development average income is *above* 115% of the Authority-wide average income will be considered “higher-income” developments. Likewise, Developments in which the Development average income is *below* 85% of the Authority-wide average income will be considered “lower-income” Developments.

## 2.) Definitions

- Authority-wide average income: The average income of all Households residing in SHA Family developments. Such an average is used as a base measure from which Developments are either determined to be “higher-income” or “lower-income” for purposes of the SHA’s deconcentration policy.
- Development average income: The average income of all Households residing in a single SHA Family Housing development.
- Higher-income Development: A development in which the Development average income is above 115% of the Authority-wide average income.
- Lower-income Development: A development in which the Development average income is below 85% of the Authority-wide average income.

## 3.) Remedial Action

Based upon the above-mentioned analysis, the SHA will review the need to offer incentives to eligible families that would help accomplish the deconcentration objectives at individual developments.

Should the average income at a development(s) vary more than 15% from the Authority-wide average, the SHA may utilize some or all of the policies and/or incentives listed below:

- Establish an Income Preference in order to reach Applicant Households with lower or higher incomes as appropriate.
- Initiate affirmative marketing strategies to all eligible income groups.
- Provide additional applicant consultation and information.
- Provide additional supportive services and amenities.
- Provide rent incentives authorized by the Quality Housing and Work Responsibility Act of 1998 (“QHWRA”).
- Target investment and capital improvements towards a development(s) below 85% of the Authority-wide average income.

#### **1.4.4 Monitoring**

As part of the SHA’s Annual Plan submission to HUD and as part of an annual report to DHCD, the SHA will annually monitor the income levels of Households residing in SHA housing and on the waiting list to assess its progress in attaining the deconcentration and income mixing goals. The SHA will calculate and compare the average Household incomes at each development with the Authority-wide average, as described above. In addition, the income status of Applicants on the SHA’s waiting list will be analyzed to determine the percentage of Applicants with “Low,” “Very Low” and “Extremely Low” incomes.

The SHA also will ascertain its progress in meeting the income-targeting goal that requires that 40% of new admissions in Federal development must be Extremely-Low Income Households. If the monitored data indicates any problems, SHA will alter its marketing and deconcentration strategies in accordance with this policy and Federal and State requirements.

## **CHAPTER 2: MARKETING AND OUTREACH**

### **2.1 Marketing Policy**

It is the policy of the SHA to conduct marketing and outreach efforts to provide the local community with awareness of the SHA's public housing programs. The SHA will conduct outreach to the community to create an awareness of the availability of its public housing programs and to maintain an adequate application pool, taking into consideration the vacancy level and the availability of units through turnover.

It is the policy of the SHA to comply fully with existing Federal and State laws protecting the individual rights of applicants, residents, or staff and any laws subsequently enacted.

The SHA shall undertake a marketing effort in its federally-aided programs whenever its waiting list for units is fewer than the number of applicants anticipated to be placed in the next twelve (12) months. Additionally, the SHA shall undertake appropriate affirmative fair marketing efforts whenever the number of its minority resident households and minority households on the waiting list for either family housing or elderly/handicapped housing is fewer than the number of households meeting its affirmative action goal for the respective program.

The SHA will provide informational materials and/or presentations to individuals, groups, social service agencies and others upon request.

#### **2.1.1 Marketing has two primary purposes:**

1. to make all potential applicants aware of the housing and related services that SHA offers its residents; and
2. to attract specific groups of applicants, such as:
  - those with Low- and Very low-income levels, or
  - Disabled Persons who require units with accessible features.

### **2.2 Marketing Requirements**

The following requirements apply to SHA marketing efforts:

#### **2.2.1 Fair Housing**

Materials must comply with the Fair Housing Act requirements with respect to wording, logo, size of type, etc.

### **2.2.2 Plain Language**

Marketing materials shall be in “plain language”. The SHA shall make an effort to use print media, videos and multi-media in a variety of languages.

### **2.2.3 Eligibility**

Marketing materials shall make clear to individuals and Households, who is eligible for housing including people with physical and/or mental disabilities.

## **2.3 Marketing and Outreach Strategies**

### **2.3.1 When SHA Will Market Apartments**

The SHA will undertake marketing efforts whenever there is a need to do so in order to address: changes required as a result of legislative or regulatory requirements; fair housing needs; apartment vacancy or turnover considerations; deconcentration and income mixing needs; an insufficient pool of Applicants on the waiting list; or any other factor which may require marketing efforts to further public housing program goals. The SHA shall assess these factors at least annually as part of its Agency Plan in order to determine the need and scope of the marketing effort.

### **2.3.2 Affirmative Marketing**

The SHA shall undertake appropriate affirmative fair marketing efforts whenever the Authority identifies a need to augment the number of applicants on any of its site-based waiting lists. (See Section 2.1.1.2 and Section 3.2)

### **2.3.3 Print Media**

SHA will establish a list of publications to which marketing will be done through the use of print media. As necessary, the SHA will utilize any or all of these publications to facilitate outreach.

The SHA will seek to reach potential applicants through advertising in publications that serve minority populations. Additionally, the SHA may use public service announcements to reach people who cannot or do not read newspapers. The Equal Housing Opportunity logo will be used in all advertisements

### 2.3.4 Required Postings

In the lobby of the SHA's Applications Department and in each of its management offices, the SHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a statement that the following information is available for review at the SHA's Central Office located at 25 Saab Court, Springfield, MA, and at each development's management office. In those developments where there is no management office, the statement will be posted in the development's community area.

- 1.) Statement of policies and procedures governing Admissions and Continued Occupancy;
- 2.) Notice of the status of the waiting lists (opened or closed);
- 3.) A listing of all the developments by name, address, number of units, units designed with special accommodations, addresses of all regional offices, office hours, telephone numbers, TTD numbers and resident facilities and hours of operation;
- 4.) Applications for admission to the SHA's programs;
- 5.) Income limits for admission;
- 6.) Federal Utility Allowance Schedule;
- 7.) Current schedule of routine maintenance charges;
- 8.) Dwelling lease;
- 9.) Grievance Procedure;
- 10.) Pet rules, pet agreement lease agreement, pet owner's absence agreement
- 11.) Fair Housing Poster;
- 12.) Equal Opportunity in Employment Poster;
- 13.) LEP Plan; and
- 14.) Any current SHA notices.

## **2.4 Limited English Proficiency Plan**

### **2.4.1 Purpose**

The purpose of this Plan is to assist the Springfield Housing Authority (“SHA”) staff in providing meaningful access to SHA’s programs and activities (“programs”) with limited English proficiency (“LEP”). The SHA is committed to complying with federal requirements in providing free meaningful access to its programs and activities for its LEP clients. No LEP client will be denied access to a SHA program because the client does not speak English or communicates in English on a limited basis.

### **2.4.2 Definition Of Terms**

#### *1.) Client*

- a.) A person who is an applicant for or participant in the SHA’s public housing programs, Housing Choice Voucher Program, Homeownership Program and other SHA programs; and/or
- b.) A person who may be eligible for an SHA program but is underserved and may benefit from an outreach program.

#### *2.) Effective Communication*

Effective communication occurs when SHA staff has taken reasonable steps to provide meaningful access to a LEP client.

Effective communication also means that the LEP client is able to provide and receive required or necessary information.

#### *3.) Interpretation*

Interpretation means the oral or spoken transfer of a message from one language into another language.

#### *4.) Language Assistance*

Language assistance includes interpretation and translation. SHA has the sole discretion to determine whether to provide the language assistance in the form of interpretation or translation.

### 5.) *Limited English Proficiency*

A person will be considered of limited English proficiency if he/she does not speak English as a primary language and has a limited ability to read, write, speak or understand English. The focus is on the client's lack of English proficiency. A client who proficiently speaks English is not a LEP client.

### 6.) *Meaningful Access*

Meaningful access is free language assistance in compliance with federal requirements. The SHA's goal is to provide meaningful access to the SHA's programs by LEP clients in a manner that balances the following four factors:

- a.) The number or proportion of LEP clients eligible to be served or likely to be encountered by the SHA;
- b.) The frequency with which the SHA comes into contact with a particular language. The SHA's daily contact with a particular language may require more language service than sporadic contact;
- c.) The nature and importance of the program to the person's life. A compulsory activity is evidence of importance. For example, voluntary attendance at a resident meeting does not have the same importance as the application and termination process for public housing and the Housing Choice Voucher Program.
- d.) The SHA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits. The SHA determines the budget for language assistance.

### 7.) *Translation*

Translation means the written transfer of a message from one language into another language.

## **2.4.3 Offer of Free Language Assistance**

The SHA staff will offer the opportunity for meaningful access to LEP clients. If a client asks for language assistance and the SHA determines that the client is LEP and that language assistance is necessary to provide meaningful access, the SHA will make reasonable efforts to provide free language assistance. If

reasonably possible the SHA will provide the language assistance in the LEP client's preferred language.

#### **2.4.4 Language Assistance**

##### *1.) Mix of Language Assistance*

The SHA has substantial flexibility in determining the type of language assistance necessary to provide meaningful access. Meaningful access should be at a time and place that avoids the effective denial of the program or an undue burden or delay in the rights, benefits or services to the LEP client.

##### *2.) Translation Of Documents*

Where 10% of the SHA's clients speak a specific language, the SHA will translate the public housing lease and selected mass mailings in that language.

##### *3.) Formal Interpreters*

Formal interpreters include SHA bilingual staff and contract vendors. Formal interpreters shall be used at the formal hearing for denial of admission to the SHA programs, informal settlement conferences, and formal hearings for termination of participation in programs.

A SHA staff interpreter may not be a subordinate of the person making the decision.

##### *4.) Informal Interpreters*

Informal interpreters may include the LEP client's family members, friends, legal guardians, service representatives or personal advocates. Informal interpreters may be appropriate depending on the circumstances and the subject matter. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.

A LEP client may use an informal interpreter of his/her own choosing and expense in place of or as a supplement to the free language assistance offered by the SHA. IF possible, the SHA should accommodate a LEP client's request to have an informal interpreter. In these cases the client and interpreter should sign a waiver of free interpreter service.

If a LEP client prefers an informal interpreter after the SHA has offered free interpreter services, the informal interpreter may interpret. If a LEP client wants an informal interpreter, the SHA may also elect to have a formal interpreter present.

#### 5.) *Outside Resources*

Outside resources may include community volunteers, SHA residents and participants in the Housing Choice Voucher Program. Outside resources may be used for interpretive services at public or informal meetings or events.

#### 6.) *Emergency Situations*

Any interpreter may be used in an emergency situation. The SHA should first respond to the emergency and follow up with language assistance as appropriate.

#### 7.) *Documented Use Of Interpreter*

The SHA staff shall document in the LEP client's file or record when an interpreter is used during the application and termination process to a SHA program or during a public housing grievance procedure.

### **2.4.5 Guidelines for Using an Interpreter**

The following guideline should be followed when a SHA staff person is using an interpreter:

- 1.) State the purpose of the communication and describe the type of information to be conveyed;
- 2.) Enunciate words clearly and avoid contractions such as "can't" that can easily be misunderstood. Instead, say "cannot."
- 3.) Speak in short sentences, expressing one idea at a time and allow the information to be interpreted;
- 4.) Avoid the use of double negatives, e.g. "If you don't appear in person, you won't get your benefits." Instead say, "You must come in person in order to get your benefits."
- 5.) Speak to the LEP client and not to the interpreter;
- 6.) Avoid using slang and acronyms such as SHA, HUD, DHCD;

- 7.) Provide brief explanations of technical terms of art, such as recertification, income disregard, and minimum rent.
- 8.) Occasionally ask the interpreter if he/she understands the information. If the interpreter is confused, the LEP client may be confused;
- 9.) Be patient and thank the interpreter.

#### **2.4.6 Notice of Free Language Assistance For SHA Business**

- 1.) Applications for SHA programs will inquire about LEP eligibility and need for language assistance;
- 2.) Recertification letters shall advise clients about how to request free language assistance for SHA business;
- 3.) Each denial to a SHA program shall contain language that the client may contact the SHA for free language assistance for the action taken;
- 4.) The SHA shall determine on what other occasions to give notice that a client may request free language assistance for SHA business;

#### **2.4.7 Private And Confidential Data**

##### *1.) SHA Staff Interpreters*

Federal and state law requires the SHA to protect private or confidential data.

##### *2.) Contract Language Assistance Vendors*

Contract language assistance vendors will sign a "State and Federal Data Privacy Statement" form as part of the contract documents.

##### *3.) Informal Interpreters*

When using informal interpreters SHA should have the informal interpreter and client sign a "Waiver of Free Interpretive Services" form.

#### **2.4.8 Collection of Language Information**

- 1.) The application for SHA programs shall provide a space for the LEP client to identify the language for which interpreter and/or translation services are needed.
- 2.) The SHA will enter a client's language on the tracking software for SHA programs.

#### **2.4.9 SHA Staff Training**

- 1.) The SHA will make this LEP Plan available to staff;
- 2.) The SHA will inform new employees in the New Employee Orientation of SHA's duty to offer free language assistance in compliance with federal requirements.
- 3.) Any SHA staff member who is likely to have ongoing contact with LEP clients will attend LEP training.
- 4.) LEP training will include the following:
  - a.) The SHA's duty to offer free language assistance in compliance with federal requirements;
  - b.) The substance of the SHA's LEP Plan;
  - c.) The methods to be used to document a client's language needs; and
  - d.) Identity of the LEP Manager, bilingual staff and contract interpreters.

#### **2.4.10 Monitoring**

Periodically, the SHA LEP Manager will review the LEP Plan. The review will include:

- 1.) A summary report from the tracking software of the number of SHA clients who are LEP;
- 2.) A summary report from the tracking software listing the languages used by LEP clients;
- 3.) A determination as to whether 10% of SHA's clients speak a specific language requiring the translation of documents as provided in this plan.

#### **2.4.11 LEP Plan Distribution and Public Posting**

The LEP Plan will be:

- 1.) Distributed to all SHA supervisors;
- 2.) Available in SHA Management Offices and the Rental Assistance Department.
- 3.) Posted on SHA's website, [www.shamass.org](http://www.shamass.org).

#### **2.4.12 Standard Of Care**

The LEP Plan does not create a standard of care, a covenant of habitability or any rights to third parties or SHA clients. The Plan does not expand the SHA's duty under any law, regulation or ordinance. In cases of conflict, the applicable law, regulation or ordinance shall prevail. This Plan provides guidelines related to the standards to which the SHA aspires.

## CHAPTER 3: APPLICATIONS AND PROCESSING

### 3.1 Application Forms

Applications are available during the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday at the Applications Department located 35 A Saab Court, Springfield, MA, 01104. Applications will be mailed to individuals upon request. The SHA shall provide reasonable assistance to applicants in completing the application form.

### 3.2 Waiting Lists

The following provisions set forth the procedures for managing the SHA's federal waiting list(s), placement of applicants on the waiting list(s), and the assignment of vacant units to persons on the waiting list(s) in a uniformly nondiscriminatory basis without respect to race, color, sex, sexual orientation, national origin, ethnicity, handicap, disability, or familial status.

#### 3.2.1 Management

The SHA maintains waiting lists by bedroom size. The SHA shall date and time stamp each application received and shall provide a receipt to the applicant, including a control number.

The waiting lists are generally open for an indefinite period, however, in the event of closure and reopening the SHA shall follow the procedures delineated in this section.

##### 1.) *Opening the Waiting List(s)*

The SHA will provide public notice in advance of opening a waiting list to ensure that families are aware that they may apply for federal public housing. The SHA will publish the notice in *The Republican*, in available minority media of general circulation, and to local organizations that service low and moderate income families. The SHA will also provide written notice in the lobbies of the SHA Applications Department, the SHA Rental Assistance Department, and the SHA management offices.

The notice shall state clearly the method of selection (date and time), where and when to apply, and will set forth any limitations on who may apply.

## *2.) Closing the Waiting List(s)*

If the SHA determines that the existing waiting list contains an adequate pool of applicants based on available housing opportunities and projected turnover, the SHA may stop accepting new applications or may accept only applications meeting criteria adopted by the SHA.

### **3.2.4 Updating and Reclassification of the Waiting List(s)**

The SHA will update and reclassify all applications on file on its waiting lists on an annual basis to ensure that the pool of applicants on the waiting list reasonably represents families who are interested in applying for federal public housing.

The SHA will contact applicants on the waiting list to confirm that they are still interested in participating in the program for which application was made. The SHA will also request that the applicant family update information regarding address, family composition, income category and claimed preferences to ensure that the applicant is still preliminarily eligible and that the preference and priority status remain the same. The SHA will request that applicants respond within a timeframe set forth in the letter and shall indicate that failure to respond may result in the removal of the family from the waiting list. In the event that the applicant does not respond within the timeframe and/or attend a scheduled appointment at the SHA, the family shall be removed from the waiting list.

The SHA will grant a reasonable accommodation for an applicant with a disability who is removed from the list for failure to respond to the SHA's request for information or update due to the disability if the applicant requests such accommodation in writing and the SHA determines that the requested accommodation is reasonable. Under these circumstances, the SHA shall reinstate the applicant to his/her former position.

An applicant may at any time withdraw his/her application.

## **3.3 Processing Applications for Admission**

### **3.3.1 Processing**

It is the SHA's policy to accept and process applications in accordance with applicable SHA, Federal and State regulations and handbooks.

Applications will not be accepted unless they are complete, legible and signed by the Head of Household and Co-Head of Household (if applicable).

### **3.3.2 Applicant Placement On Waiting List**

All applications shall be assigned a chronological application control number and shall be date and time stamped when they are completed and received at the SHA Applications Department.

All Applicants shall be given a date and time stamped receipt that informs Applicants of their responsibility to notify the SHA of any change of address or Household composition and to respond to application update requests sent to them.

- 1.) *Local Preference: Witness Protection* – This selection preference is available when a local, state, and/or federal law enforcement organization *requests that the SHA house a witness or other person (“Applicant”) involved in an investigation or pending criminal action, the SHA may place the applicant above all others on the waiting list provided that the law enforcement organization provides compelling written justification for the request.* The request shall be reviewed and approved by the Executive Director.
- 2.) *Local Preference: Natural Disaster (PH Resident)* – This selection preference is for a family, who was a public housing resident in another jurisdiction, affected by a federally declared disaster.
- 3.) *Local Preference: Natural Disaster (Non-Resident)* – This selection preference is for a family affected by a federally declared disaster.
- 4.) *Local Preference: Applicant for Housing First Program (“HFP”) at Marble Street Apartments* – This selection preference is for a family who meets the criteria of the HFP as defined in Chapter 5. Applicants to HFP will be maintained on a program-based waiting list exclusively for Marble Street Apartments for up to 15 units.

5.) *Local Preference: Resident of Springfield, Massachusetts [24 CFR 960.206(b)(ii)]*

This selection preference is available to an applicant, otherwise eligible and qualified, who is a resident of Springfield, MA, or who is working or has been hired to work in Springfield, MA. The use of this preference does not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability or age of any member of an applicant family.

6.) *Standard Applicant*

An applicant who is not eligible for the preference set out above.

### **3.3.3 Selection From The Waiting List(s)**

The SHA shall select applicants from the waiting list(s) in the order of placement on the list as determined by the date and time of the application and eligibility of the local preference, subject to the following provisions.

1.) *Designated Developments*

The SHA has developed a designated housing plan for disabled/handicapped individuals in the following developments: Johnny Appleseed Apartments and Morgan Manor.

At these developments, the SHA will offer available units first to disabled/handicapped families under 50 years of age. If there are no disabled/handicapped families on the waiting list under the age of 50, the SHA will next offer available units to near-elder families (50 through 61 years of age). If there are no near-elder families on the waiting list, the SHA shall offer available units to applicants 62 years of age or older.

2.) *Handicapped-Accessible Units [24 CFR 960.407(b)]*

A handicapped accessible unit will first be offered to families who will benefit from the accessible features. If there are no applicants on the waiting list who require accessible features, the SHA will offer the accessible unit to an applicant who does not require accessible features, provided that he/she agrees in writing to transfer to a different unit at the family's expense, if a family requiring an accessible unit needs the unit. The SHA will provide a 30-day notice to any family required to transfer.

### 3.3.4 Unit Size

The guidelines set forth below generally establish the unit size based on the size and composition of the family:

<b>Number of Family Members</b>		
<b>Number of Bedrooms</b>	<b>Minimum</b>	<b>Maximum</b>
0 (Studio)	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

In addition to the above guidelines, the SHA shall determine an applicant household's appropriate unit size based upon the following criteria:

- 1.) Single person families shall be allocated not more than one bedroom;
- 2.) No more than two persons are required to occupy a bedroom;
- 3.) A family that consists of a pregnant woman (with no other person) must be treated as a two person family;
- 4.) Adult household members of the opposite sex, excepting husband and wife (or those in a similar living arrangement), do not have to share a bedroom; however, other household members of the opposite sex may elect to share a bedroom;
- 5.) Persons of the same sex shall share a bedroom, provided that a household member, age 21 or over, may elect not to share a bedroom with his or her child, grandchild, or legal ward;
- 6.) A household member does not have to share a bedroom if a consequence of sharing is or would be a severe adverse impact on his or her mental or physical health and if the SHA receives reliable medical documentation as to the impact of sharing;

- 7.) Each bedroom shall contain at least 50 square feet of floor space for each occupant and a minimum of 70 square feet and shall meet all other applicable requirements of the Massachusetts State Sanitary Code (105 CMR 410.000) for a room occupied for sleeping purposes.
- 8.) Only bedrooms may be used for sleeping purposes by household members;
- 9.) The living room, kitchen, bathroom, and hallways shall not be used for sleeping purposes by any household member;
- 10.) A household member shall be considered to be living regularly with a family if temporarily absent for reasons such as hospitalization, duty assignment, employment, or school attendance in another location. Upon receipt of notice from the Department of Social Services that one or more children will be reunified with a household member, such child or children, if eligible and qualified, shall be considered household members for purposes of securing a unit of appropriate unit size for the reunified family;
- 11.) Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military or a child who is away at school but who lives with the family during school recesses; or in situations involving custody of a child for less than 50% of time;
- 12.) A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size;
- 13.) A foster child will be considered in determining unit size only if he/she will be in the unit for more than twelve (12) months;
- 14.) Children of the opposite sex under the age of five must share a bedroom (e.g. a five year old girl must share a bedroom with a three year old); persons within the same generation of the same sex shall share a bedroom;
- 15.) Persons of different generations, persons of the opposite sex (other than adults who have a spousal relationship) and unrelated adults should be allocated a separate bedroom;
- 16.) A full-time, live-in personal care attendant, whether or not a household member for purposes of rent determination, if determined by the SHA to be qualified, shall be deemed a

household member for purposes of determining the appropriate unit size in public housing; and

- 17.) In the event that a household member, who has signed the lease, applies for the addition of a person as an additional household member, the SHA shall determine whether the person is qualified and whether the augmented family is eligible. If so, the SHA shall approve addition of the household member to the family if the unit is of appropriate unit size or, if the unit is too small, upon transfer of the family to a unit of appropriate unit size.

### **3.3.5 Exceptions to Guidelines**

The SHA may grant an exception to subsidy standards in determining the appropriate unit size for a particular family, if the SHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The SHA may provide a family with a unit that is larger than suggested by the guidelines, with the condition that the family will move to a smaller unit when another family needs the unit and a suitable smaller unit is available. If such a move becomes necessary, the cost of the move shall be the responsibility of the family. The SHA will require that the family sign a document reflecting its understanding of this exception and of the family's responsibilities.

### **3.3.6 Unit Offer**

When an applicant approaches the top of the waiting list, the SHA shall make a final determination of the applicant's eligibility and suitability. After a verified determination of eligibility and suitability is made, and the applicant's name is at the top of the waiting list(s), or is otherwise the next candidate for a unit offer, the SHA shall make one (1) unit offer of a suitable unit to the applicant household.

The unit offer shall be for the unit(s) that has been vacant for the longest period of time or is the unit that will next be available. In some instances, the SHA may make a unit offer for a unit that is expected to become available and for some reason the unit does not become available. Under those unusual circumstances, there will be a second unit offer to the applicant.

A “suitable” unit is one that is appropriate in size and type for the applicant.

If the applicant provides reliable documentation establishing that the unit offered is inappropriate and would cause severe and unreasonable hardship, the SHA may offer different units to the family.

An applicant must accept a unit offer within seven (7) days of the written offer. For good cause the SHA may extend the time for a response. An applicant who fails to accept a unit offer within seven days or to provide documentation that the unit would cause severe and unreasonable hardship within that period shall be removed from the waiting list.

### **3.4 Communications**

#### **3.4.1 SHA to Applicants**

All communications with applicants will be by first class mail, except when an applicant, who is a disabled person, requests some other form of communication (for example, a telephone call, communication with a designated third party, etc.). Failure to respond to SHA communications may result in withdrawal of an applicant from all waiting lists.

#### **3.4.2 Applicants to SHA**

It is the responsibility of each applicant to inform the SHA in writing of any change in address, telephone number, Household composition, change in Priority, Good Cause, or other information, which may affect the status of the application while on the waiting list(s). For an applicant with no fixed address, such as homeless households, the address of a social service agency may be used for SHA contacts; however, if the applicant finds permanent housing, the address must be reported to the SHA in writing at once.

## **CHAPTER 4: ELIGIBILITY AND SUITABILITY FOR ADMISSION**

### **4.1 General**

The SHA shall make a preliminary determination of eligibility based on information contained in the application and shall also determine whether an applicant appears to be entitled to any preference status.

### **4.2 Applicant Eligibility and Suitability**

In order to meet the eligibility criteria for federal public housing, an applicant must meet the following standards:

#### **4.2.1 Family Eligibility**

Each applicant must be eighteen years or older at the time of the initial application and must demonstrate that he or she is a family as defined by HUD regulations.

#### **4.2.2 Income Eligibility**

To be eligible for admission, an applicant family must be a low-income family at the time of admission (i.e. family income does not exceed 80% of HUD established median income for Springfield, MA). The family's annual income, not adjusted income, is used to determine whether an applicant family is eligible.

### **4.3 Citizen/Non-citizen Eligibility**

To be eligible for admission, each member of the family must be a United States citizen, national or a non-citizen that has eligible immigration status in one of the following categories:

#### **4.3.1 Permanent Resident**

Lawfully admitted for permanent residence as an immigrant, including special agricultural workers;

#### **4.3.2 Attorney General Designation**

Entered the United States before January 1, 1972 and has maintained continuous residence thereafter, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General of the United States;

### **1.) Asylum/Refugee**

Lawfully present in the United States pursuant to the granting of asylum (refugee status);

### **2.) Emergent/Public Interest**

Lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest (parole status);

### **3.) Deportation Withholding**

Lawfully present in the United States as a result of the Attorney General of the United States withholding of deportation (threat of life or freedom); and/or

### **4.) Amnesty**

Lawfully admitted for temporary or permanent residence (amnesty granted under Immigration and Naturalization Action Section 245A).

A family shall not be eligible for assistance unless every member of the family who will reside in the unit is determined to have eligible status, unless the family is a mixed family under appropriate HUD regulations [24 CFR 5.506, 5.516, 5.518] or certain family members are eligible for temporary deferral of termination of assistance or HUD determines that benefits should otherwise continue or be granted.

## **4.4 Social Security Eligibility**

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they have not yet received one after having made application to the Social Security Administration. Generally, no family member may be added to the lease prior to the verification of his or her Social Security number.

## **4.5 Execution of Consent Forms**

To be eligible, each member of the family who is at least 18 years of age shall sign one or more consent forms. The consent form(s) must contain, at a minimum, the following:

#### **4.5.1 SWICA Authorization**

A provision authorizing the SHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or material necessary to complete or verify the application for participation or for eligibility for continued occupancy. For residents, a provision authorizing the SHA to obtain information or material through the Upfront Income Verification (“UIV”) program.

#### **4.5.2 Employer Authorization**

A provision authorizing HUD or SHA to verify with previous or current employers income and job related information pertinent to the family’s eligibility for or level of assistance;

#### **4.5.3 IRS and SSA Authorization**

A provision authorizing HUD to request income information from the Internal Revenue Service and the Social Security Administration for the sole purpose of verifying income information pertinent to the family’s eligibility or level of benefits;

#### **4.5.4 Credit Report / Previous Landlord Authorization**

A provision authorizing SHA to secure credit reports and a previous landlord history report;

#### **4.5.5 Substance Abuse Treatment Records Authorization**

A provision which will authorize the release of certain medical and treatment history for persons who have enrolled in an alcohol or substance or drug abuse facility and are stating to the SHA that they have been rehabilitated from the alcohol and substance or drug abuse;

#### **4.5.6 Criminal History Authorization**

A provision that authorizes the SHA to conduct a criminal background investigation of the applicant and each member of the applicant’s family who is at least 17 years old. If any adult member of a family has not resided in Massachusetts for twelve (12) months at the time of final screening, the SHA shall require the applicant to secure a criminal history from the state in which the adult household member last resided for a period of one or more years.

#### **4.5.7 Expiration Statement**

A statement that the authorization(s) to release the information requested by the consent form expires 15 months after the date the consent form is signed. This provision will not apply to the Criminal History Authorization.

### **4.6 Violence Against Women Act 2005 (“VAWA”)**

#### **4.6.1 Definition**

On January 5, 2006, President Bush signed VAWA into law as Public Law 109-162.

VAWA amends the Public Housing Program to ensure that victims of domestic violence, dating violence, and stalking and their families are not wrongfully evicted from or denied housing because of the violence committed against them. The statute establishes an exception to the federal “One-Strike” criminal activity eviction rule for residents.

See §§ 606, 607, Pub. L. 109-162, 119 Stat. 2960 (January 5, 2006); 42 U.S.C. § 1437d, as amended; 42 U.S.C. § 1437f(o), as amended; 42 U.S.C. §§ 1437f(c), (d), as amended.

#### **4.6.2 Policy**

The SHA supports the goals of the VAWA Amendments and will comply with its requirements. SHA will continue to administer its housing programs in ways that support and protect residents and applicants who may be victims of domestic violence, dating violence, sexual assault or stalking.

The SHA will not take any adverse action against a resident/participant or applicant solely on the basis of her or his being a victim of such criminal activity, including threats of such activity. “Adverse action” in this context includes denial or termination of housing assistance.

Furthermore, SHA will not subject a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard for lease compliance than other residents.

Residents that are in jeopardy of being evicted because they are victims of domestic violence, dating violence, sexual assault or stalking should contact the Springfield Housing Authority. The SHA will refer public housing residents to court, for filing of restraining orders.

The SHA may issue a no trespass notice to a non-resident, who is an abuser of a resident, prohibiting the abuser from coming onto SHA property where the resident lives.

#### **4.6.3 Documentation**

The SHA will follow the federal definitions of domestic violence, dating violence, and stalking as the terms have been defined in VAWA. SHA will also honor civil protection orders and other court orders from domestic violence and family court judges that address rights of access to or control of the property.

The SHA may bifurcate a lease in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a resident or applicant to remain in apartment or on application.

Before complying, SHA will ask applicant or resident for documentation that he or she is or has been a victim of domestic violence, dating violence, or stalking, subject to certain statutory requirements related to confidentiality and the types of documentation that may be used.

### **4.7 One Strike And You're Out Policy**

#### **4.7.1 Screening Of Applicants**

It is the policy of the SHA that each applicant for housing in its dwelling units shall be screened and additionally, that appropriate screening shall be conducted so that admission shall be denied to a public housing applicant:

The term "appropriate screening" refers to the SHA's applying discretion to consider all available information while making a decision to deny admission.

- 1.) Who has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 2.) Who was evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity;
- 3.) Whom the SHA determines an applicant is illegally using a controlled substance;

- 4.) Whom the SHA has reasonable cause to believe an applicant illegally uses a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents; and/or
- 5.) Who is a fugitive felon or parole violator: (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or (2) violating a condition of probation or parole imposed under Federal or State law.

#### **4.7.2 Applicant Screening Procedure**

In addition to its existing screening procedures, the SHA will utilize the following procedures:

- 1) *Criminal History* – The applicant and all adults listed on the application must sign a release allowing the SHA to request a copy of a criminal history report from the Criminal History Systems Board and/or the Info Center. If the SHA uses information contained in a criminal history report as grounds for denying housing assistance and the applicant requests an informal hearing on the denial, a copy of the criminal history must be provided to the applicant at the hearing, and the applicant shall be allowed to dispute the accuracy or relevancy of the criminal history report.
- 2) *Illegal Use of a Controlled Substance* – Admission shall be denied to any person whom the SHA determines is illegally using a controlled substance. In addition to any information regarding illegal use of a controlled substance that appears on the criminal history report, the SHA also shall rely upon information obtained from other sources, such as local police incident reports (including references to the applicant contained in records of assigned police personnel working through the Crime Prevention Office, court records, or similar records), landlords, employers, social service agencies, substance abuse centers, acquaintances (including current tenants) who may contact the SHA to volunteer information, SHA records of complaints received about drug activities involving any of its tenants in which the applicant is named as a participant of such activities, or any other appropriate source. The SHA shall examine carefully all such information obtained from other sources to determine that there is reasonable cause to believe that the person's pattern of illegal use of a controlled substance

may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

- 3) *Alcohol Abuse* – Admission shall be denied to any person when the SHA determines that there is reasonable cause to believe that the person's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. In making such determination, the SHA shall rely upon relevant information obtained from local law enforcement agencies, social service agencies, property owners, employers, alcohol abuse centers, acquaintances (including current tenants) who may contact the SHA to volunteer information, or any other appropriate source. The SHA shall examine carefully all such information obtained to determine whether it has reasonable cause to believe that the person's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  
- 4) *Waiver of Policies* – The SHA may waive policies prohibiting admissions if the person demonstrates to the SHA's satisfaction that the person no longer is engaging in illegal use of a controlled substance or abuse of alcohol and:
  - a.) has successfully completed a supervised drug or alcohol rehabilitation program;
  
  - b.) has otherwise been rehabilitated successfully; or
  
  - c.) is participating in a supervised drug or alcohol rehabilitation program.
  
- 5) *Ineligibility if Evicted for Drug-Related Activity* – Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction. (*Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.*) The SHA shall use information contained in its own files, or information obtained from other housing agencies to make a determination that the person is ineligible.

This requirement may be waived if:

- a.) the person demonstrates successful completion of a rehabilitation program approved by the SHA, or

b.) the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs no longer is in the household because the person is incarcerated.

6) *Disability Not an Issue* – The purpose of the above applicant screening procedures is to prohibit admission to the SHA's housing of any person that it determines to be likely to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. In considering the elements leading to the determination, the SHA shall not focus on whether the applicant happens to have a disability; rather, the focus shall be on whether the person's recent behavior indicates that he or she likely would continue to engage in behavior that would be in non-compliance with the dwelling lease.

#### **4.7.3 Evictions – Terminating Assistance To Residents**

It is the policy of the SHA to evict a public housing resident who:

- 1.) Engages in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 2.) Engages in **any drug-related** criminal activity on or off the SHA's property; or
- 3.) The SHA determines is illegally using controlled substances, or the resident abuses alcohol or uses controlled substances in such a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The SHA will comply with M.G.L. c.121B § 32.

#### **4.7.4 Terminating Assistance To Residents Procedure**

- 1.) Applicability – The policy of the SHA is to terminate the lease and evict any person who has been documented as engaging in one or more of the following:
  - a.) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the SHA;

- b.) Any other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by the tenants or employees of the SHA;
  - c.) Any drug-related criminal activity on or off the SHA's premises;
  - d.) Illegal use of a controlled substance;
  - e.) Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the SHA's premises by other residents; or
  - f.) Fugitive felon or parole violator: (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or (2) violating a condition of probation or parole imposed under Federal or State law.
- 2.) *Documentation of Activities* – In documenting instances of activities that may cause for termination of tenancy and eviction, the SHA shall make prompt investigation into reports from other residents, SHA's employees, local law enforcement authorities, the general public, and published reports indicating that a resident is in non-compliance with provisions of this policy, or the SHA's dwelling lease. In order to ascertain whether to proceed with termination of tenancy and eviction, the SHA shall utilize the methods contained in this section, or other methods consistent with federal, state, and local rules, laws and regulations.
- 3.) *Evictions are Civil, not Criminal Matters* – In weighing the documentation and deciding whether to proceed with termination of tenancy and eviction proceedings in local court, the SHA shall determine whether sufficient grounds exist to initiate the action. Evictions are civil, not criminal, matters. The SHA is not required to meet the criminal standard of "proof beyond a reasonable doubt." In order to terminate a lease and evict a tenant, a criminal conviction or arrest is **not** necessary. Before initiating termination of tenancy and eviction action, the SHA should have sufficient documentation to prove in court that a tenant has violated his or her dwelling lease before taking eviction action. The SHA shall specify in its dwelling lease that criminal activity is cause for eviction even in the absence of conviction or arrest.

- 4.) *Due Process Right* – HUD has made a determination that the State of Massachusetts landlord-tenant court process provides the necessary pre-eviction hearing and other basic elements of due process. Therefore, the SHA can exclude from its grievance procedures any cases involving termination of tenancy for any activity, not just a criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the SHA; or any drug-related criminal activity on or off such premises, not just on or near such premises. Therefore, it shall be the policy of the SHA to exclude the foregoing from the grievance procedure, and to proceed directly to court for eviction.
- 5.) *Notice of Termination of Tenancy and Eviction* – Once the SHA has determined that there is sufficient documented justification to proceed with termination of tenancy and eviction in cases involving (a) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the SHA, or (b) any drug-related criminal activity on or off the SHA's premises, the SHA shall promptly issue notification to the tenant specifying:
- a.) that the tenant is in serious violation of the terms and conditions of the dwelling lease and are grounds for termination of tenancy;
  - b.) the lease provisions that the tenant has violated;
  - c.) that the SHA is terminating tenancy as of a specified date (which may be from one day to seven days from the date of the notice, depending upon the seriousness of the violation);
  - d.) that the termination action is not subject to the grievance procedure;
  - e.) that if the tenant has not vacated the premises by the date specified in the notice, then the SHA will file eviction proceedings in court; and
  - f.) that prior to the judicial hearing, the tenant or his counsel may request copies of any relevant documents, records (including criminal records) upon which the SHA is relying as bases for the termination of tenancy or eviction.

#### 4.7.5 Other Considerations

- 1.) Informing Applicants and Tenants – At the time an applicant makes inquiry or presents himself/herself to make application for housing, the SHA shall inform the applicant of the "One Strike and You're Out" provisions related to the application process. When a lease is executed, the explanation of lease provisions that is given to the new tenant will include the importance of abiding by all terms of the lease, including the "One Strike and You're Out" provisions. At the time of adoption of these policies, current residents will have been informed of the "One Strike and You're Out" policy.
- 2.) *Cooperation from Residents* – Residents shall be encouraged to come forward with complaints and information regarding any residents who are in violation of any provisions of the "One Strike and You're Out" policy. Residents who furnish such information should be informed that if sufficient grounds for eviction appear to exist, then their testimony may be required in court, and they must agree to testify if needed. The SHA will be sensitive to the needs of civilian witness (non-police) that agree to testify, and will provide them with the support needed including relocation if necessary to assure their safety. In providing relocation assistance, the SHA shall ensure that resident testimony is in good faith and relevant to the particular case.
- 3.) *Cooperation from Judges* – While it is inappropriate to talk with judges about particular pending cases, it may be appropriate for the SHA to arrange a general meeting with local judges to discuss the issues and reasons for development of this "One Strike and You're Out" policy as it relates to evictions of disruptive tenants and the need for evictions where the evidence shows serious lease violations. Concerned residents shall be encouraged to participate in any such general meeting with judges.
- 4.) *Cooperation from Law Enforcement Agencies* – The SHA has and the Springfield Police Department ("SPD") have negotiated a contract in which the SHA has procured the services of three full time SPD Officers. The terms of the contract and its practical application by SHA staff and SPD officers incorporate the spirit and intent of the "One Strike and You're Out Policy" in the following ways: (i) promptly provide the SHA management and/or appropriate staff with relevant incident reports for timely eviction processing; (ii) help the SHA expedite drug identification in serious cases; (iii) prepare for cases as needed with the SHA Counsel; and (iv) frequent meetings are held

between the SHA and the SPD to inform the SPD of the SHA's needs and problems, and to work out administrative arrangements so that full and expeditious cooperation occurs. To this end, the police personnel must know exactly what criminal activities are grounds for lease termination so they can keep the SHA informed when such behavior occurs. The Police Department should be encouraged to view providing police testimony in eviction cases involving criminal and/or disruptive behavior as an important part of the department's mission. Where appropriate, the SHA shall use subpoenas to facilitate police testimony. Additionally, the Police Department should be requested to supply additional patrols to public housing communities with special needs, where it is economically feasible for the Police Department to do so.

- 5.) *Supplementation of Existing Police Services* – As opportunities may arise, the SHA shall investigate the feasibility of applying for additional funding from sources such as the U.S. Department of Justice, local community Block Grant Program, or Capital Fund Program (CFP) programs, and other appropriate programs in order to obtain funds to provide additional police services in addition to existing services.
- 6.) *Working with Resident Organizations* – To the maximum extent feasible, the SHA shall involve its residents, through the resident organizations, in working together to further the goals of the "One Strike and You're Out" policy.
- 7.) *Tracking and Reporting Crime Related Problems* – The SHA shall maintain records in a separate file that document instances of crime related problems in its developments as such problems become known to the SHA. The documentation will include the date, time and location of each reported incident, the names of participants if known, and the details of the incident. The documentation also will contain a summary of actions taken by the SHA, including reports to the local police authorities, any meetings between the SHA's staff and tenants or other interested persons, and court action taken, including eviction proceedings, and the final disposition of the matter.

#### **4.8 Suitability For Placement [24 CFR 960.203]**

In making its final determination, the SHA shall determine if the applicant and household members are suitable for public housing. An applicant and the applicant household may be disqualified for any of the following reasons:

- 1.) The applicant or a household member has disturbed a neighbor or neighbors in a prior residence by behavior, which if repeated by a resident in public housing, would substantially interfere with the rights of other residents to peaceful enjoyment of their units or the rights of SHA employees to a safe and secure workplace;
- 2.) The applicant or a household member has caused damage or destruction of property at a prior residence, and such damage or destruction of property, if repeated by a resident in public housing, would have a material adverse effect on the housing development or any unit in such development;
- 3.) The applicant or a household member has displayed living habits or poor housekeeping at a prior residence, and such living habits or poor housekeeping, if repeated by a resident in public housing, would pose a substantial threat to the health or safety of the resident, other residents, or SHA employees or would adversely affect the decent, safe and sanitary condition of all or part of the housing;
- 4.) The applicant or a household member in the past has engaged in criminal activity, which if repeated by a resident in public housing, would interfere with or threaten the rights of other residents or SHA employees to be secure in their persons or in their property or with the rights of other residents to the peaceful enjoyment of their units and the common areas of the housing development.
- 5.) The applicant or a household member who will be assuming part of the rent obligation has a history of non-payment of rent and such non-payment, if repeated by a resident in public housing, would cause monetary loss;
- 6.) The applicant has an outstanding debt owing to the SHA (or any other program subsidized by HUD or the Commonwealth of Massachusetts) will not be considered for readmission until the account is paid in full;
- 7.) The applicant or a household member has a history of failure to meet material lease terms or the equivalent at one or more prior residences, and such failure, if repeated by a resident of public housing, would be detrimental to the SHA or to the health, safety, security or peaceful enjoyment of other residents or of SHA employees;
- 8.) The applicant or a household member has failed to provide information reasonably necessary for the SHA to process the applicant's application;

- 9.) The applicant or a household member has misrepresented or falsified any information required to be submitted as part of the applicant's application, or a prior application within three years, and the applicant fails to establish that the misrepresentation or falsification was unintentional;
- 10.) The applicant or a household member has directed abusive or threatening behavior, which was unreasonable and unwarranted towards a SHA employee during the application process or any prior application process within three years;
- 11.) The applicant has been evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution or possession with the intent to manufacture, sell and/or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- 12.) The SHA will deny for life an applicant who has been convicted of manufacturing or producing methamphetamine in a public housing development or in a Section 8 assisted property;
- 13.) An applicant shall be denied admission if a member of the household is subject to a lifetime registration requirement under a State sex offender registration program [24 CFR 960.204(a)(4)];
- 14.) The applicant or a household member does not intend to occupy public housing, if offered, as his/her primary residence; and/or
- 15.) The applicant or a household member is a current illegal user of one or more controlled substances as defined in M.G.L. c. 94C, §1. A person's illegal use of a controlled substance within the preceding 12 months shall create a presumption that such person is a current illegal user of a controlled substance, but the presumption may be overcome by a convincing showing that the person has permanently ceased all illegal use of controlled substances. This disqualification of current illegal users of controlled substances shall not apply to applicants for housing provided through a treatment program for illegal users of controlled substances; and/or
- 16.) The applicant or a household member has engaged in any other behavior or activity that renders her unsuitable for tenancy in the discretion of the SHA.

#### **4.9 Consideration of Mitigating Circumstances**

Prior to disqualifying an applicant for any of the above reasons, the SHA shall consider the time, nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct or financial prospects. In making this determination, the SHA shall consider all relevant circumstances including:

- 1.) The severity of the potentially disqualifying conduct;
- 2.) The amount of time that has elapsed since the occurrence of such conduct;
- 3.) The degree of danger, if any, to the health, safety and security of others or to the security of the property of others or to the physical conditions of the housing development and its common areas if the conduct recurred;
- 4.) The disruption and inconvenience which recurrence would cause the SHA;
- 5.) Evidence of participation in a supervised drug and/or alcohol rehabilitation program;
- 6.) Evidence of rehabilitation, including but not limited to drug and/or alcohol rehabilitation;
- 7.) 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;
- 8.) Evidence of the family's willingness to attempt to increase family income and the availability of training and employment programs in the locality; and
- 9.) The likelihood that the applicant's behavior in the future will be substantially improved.

The greater the degree of danger, if any, to the health, safety and security of others or to the security of property of others or to the physical condition of the housing, the greater must be the strength of the showing that a recurrence of behavior, which would have been disqualifying, will not occur in the future.

The SHA may require an applicant to exclude a household member in order to be admitted to the housing program where that household member has participated in or has been culpable for actions involving drug related criminal activity.

#### **4.10 Results of Screening for Eligibility and Suitability for Tenancy**

When the SHA has made a determination that an applicant is eligible and suitable, thereby satisfying all requirements for admission, the SHA shall notify the applicant of the approximate time when a unit will be offered to the family. The SHA reserves the right to verify an applicant's eligibility and/or suitability at any time prior to the placement of a family in a SHA community.

When the SHA has made a determination that an applicant is ineligible and/or unsuitable for the public housing program, the SHA shall provide written notice to the applicant setting forth the reasons for the determination and shall remove the applicant's name from the waiting list.

#### **4.11 Review of Denial of Eligibility, Suitability, and Preference Status [24 CFR 960.208]**

In the event that the SHA denies an applicant admission to the federal public housing program based on eligibility, suitability or preference status, the SHA shall mail written notice of the determination to the applicant at the applicant's last known address. The notice shall set out the reason for the adverse determination and shall advise the applicant of the right to request a hearing with the SHA. The notice shall state that the applicant may be represented at the hearing by counsel or by another person of the applicant's choice at the applicant's expense.

The applicant's request for a hearing shall be made in writing to the Applications Department within ten (10) days of the applicant's receipt of the notice of an adverse decision.

The purpose of the hearing shall be to enable the applicant to discuss with the SHA the reasons underlying the adverse determination and to permit consideration of all pertinent information on a new determination of eligibility, suitability and/or priority or preference status.

Promptly after receipt of a request for a hearing, the SHA shall notify the applicant of a time, date and place for the hearing. The date shall be within 30 days from the SHA's receipt of the request. Thereafter, for good cause and with notice to the applicant, the SHA may reschedule the hearing to a later date. Unless the applicant agrees to a shorter period of time, the applicant should receive at least seven (7) days prior notice of the time and date of the hearing.

Prior to and at a hearing, the applicant or his/her representative shall have the right to inspect the documentation on the basis of which the adverse determination was made and any other documentation pertinent to the

applicant's eligibility, suitability or entitlement to priority or preference status.

With regard to information from the INFO Center, Inc. the SHA is allowed to discuss the contents of the credit report, credit history, arrest and/or conviction records, eviction records and other information provided, however the SHA may not provide a copy to the applicant. The SHA shall refer the applicant to the INFO Center, Inc. if the applicant desires a copy of the materials.

The SHA shall make reasonable arrangements for photocopying any such documentation as the applicant may request with sufficient advance notice.

The Executive Director or his/her designee shall conduct the hearing. The hearing officer must not have made or approved the decision under review or be a subordinate of that person.

This hearing officer or officers shall conduct the hearing fairly. The procedure shall be informal. At the hearing, the applicant (or applicant's representative) may offer the applicant's own testimony, may question the SHA on pertinent matters, and may offer other testimony, documentation, information, and argument. The SHA may also offer testimony, documentation, information, and argument. The applicant and the SHA may question each other's witnesses. Upon request the SHA may give the applicant additional time to secure documentation or information.

The SHA hearing officer shall tape-record the hearing or shall take accurate notes of what occurred. If the applicant makes a written request at least two (2) days before the hearing, the SHA shall tape-record the hearing, unless there is a good reason why it is unable to do so.

Within fifteen (15) working days after the close of a hearing or as soon thereafter as reasonably possible, the SHA shall notify the applicant in writing of its decision with an explanation of its reasons and shall specify any change, if appropriate, in the prior preliminary determination of the applicant's eligibility, suitability and/or preference status. The decision shall be mailed to the applicant and the applicant's representative, if any, at their last known addresses.

## **CHAPTER 5: HOUSING FIRST PROGRAM**

### **5.1 Definition**

The SHA Housing First Program (HFP) is targeted to serve families that have multiple barriers that have prevented them from securing and maintaining permanent affordable housing. Families that are identified and selected through this program will go under lease with SHA at its Marble Street Development.

### **5.2 Program Conditions**

As a condition of being offered to go under lease with the SHA, the HFP household must agree to enter into a self-sufficiency service plan and fully participate in working to meet the goals and objectives set forth in this plan.

The HFP household will work cooperatively with the SHA Case Manager with the mutual goal of ensuring that the household maintains its SHA housing. Case management support will be available to the HFP household for a twelve (12) month period starting with the first day of lease up.

Additionally, HFP households will be responsible to pay monthly rent based on income in accordance with applicable federal law and regulations. The SHA will provide the household the appropriate utility allowance based on bedroom size. The HFP household will be responsible for paying electricity and must be able to secure this utility at the time of lease up.

If the HFP household has maintained a good tenancy by adhering to the terms and conditions of the SHA lease agreement for the first twelve (12) months of tenancy and has worked to address service needs identified in the self-sufficiency service plan, the HFP household will be eligible to apply for a transfer to another SHA development or remain in their current unit.

### **5.3 Initial Referral**

The SHA will work with the Department of Transitional Assistance (“DTA”) Office to identify families that may qualify for HFP. All applicants of HFP must be referred by DTA in order to be considered for the program.

## 5.4 SHA Eligibility

The SHA Applications Department will screen each applicant and determine eligibility primarily based on income eligibility and criminal history.

The SHA may use previous landlord history as criteria of eligibility but understands that many of the HFP residents may have been previously displaced or evicted.

Applicants to HFP will be maintained on a program-based waiting list exclusively for the Marble Street Apartments for up to 15 units.

Applicants found ineligible by the SHA can appeal in accordance with Section 4.10

## 5.5 Multi-Assessment Team (“MAT”)

After the SHA has found an HFP applicant eligible according to SHA screening criteria, the applicant will be referred to MAT.

MAT consists of five (5) agencies:

- SHA – Housing Manager & Case Manager will determine if the applicant has the ability and likelihood of abiding by the SHA lease obligations;
- New England Farmworkers – Provide feedback on applicant’s tenancy at local shelter. This includes summary of any violations or incidents that occurred while in shelter;
- DTA – Provide feedback on applicant’s adherence to DTA requirements;
- Project Rise – Provide case management services while applicant is in shelter. Services continue while applicant is in HFP;
- For Families – Provide counseling services while applicant is in shelter. Services continue while applicant is in HFP;

MAT will meet and review application and make final determination if applicant is accepted into HFP.

Accepted applicants will be referred to SHA Case Manager to finalize lease up process. All applicants will be leased up in accordance with the SHA New Resident Orientation process.

Applicants denied by MAT are not eligible for the grievance process.

## CHAPTER 6: VERIFICATION

### 6.1 General [24 CFR 960.259]

The SHA shall verify all factors affecting eligibility, suitability and the family's portion of the rent payment, and will maintain documentation relating to the third party verification in the applicant/resident file. In those instances when third party verification is not available, the SHA shall document the reasons for the failure to secure third party verification.

At the time of determining final eligibility and suitability, the SHA shall require an applicant to provide the SHA access to reliable and reasonably obtainable documentation verifying the accuracy of information appearing on the application form or otherwise necessary for the SHA's determination. If the SHA has verified any information when making a preliminary determination of eligibility for the applicant, the SHA shall reverify such information on its final determination of eligibility and suitability. Non-receipt of requested documentation, without good cause established by applicant, shall be cause for determining the applicant unsuitable.

Information regarding eligibility or suitability may be obtained by the SHA from interviews with the applicant and with others, from telephone conversations, letters, or other documents, and from other oral or written materials. All such information received shall be recorded in the applicant's file including the date of its receipt, the identity of the source, and the person receiving the information.

The verification methods described in this Chapter shall apply to the application verification process as well as to the annual reexamination process.

### 6.2 Income Eligibility

The applicant/resident shall provide and authorize reasonable verification of information regarding income, exclusions from income and deductions (whether at initial determination or at any redetermination) in order to insure reliability of the information.

The SHA shall require written third-party verification (verification by a reliable person or entity, other than the resident or household member, with knowledge of the facts) of all items of income, exclusions, or deductions. Verification of income, exclusions or deductions, if not complete by the rent redetermination date, may continue until completion. The applicant/resident shall assist the SHA in securing reasonable verification and shall promptly provide all written authorizations for such verification upon request by the SHA.

### **6.3 Eligible Immigration Status [24 CFR 5.508]**

The SHA shall determine the citizenship/eligible non-citizen status of each family member regardless of age.

Prior to being admitted, or at the first reexamination, each citizen and national will be required to sign a declaration of eligible immigration status under penalty of perjury and show proof of his/her status by such means as a birth certificate, military ID, or military DD 214 Form.

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

Prior to being admitted or at the first reexamination, all eligible non-citizens under 62 years of age must sign a declaration of eligibility immigration status and a verification consent form and provide original INS documentation. The SHA will copy the individual's INS documentation and place the copy in the file. The SHA will also verify the individual's status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the SHA will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the head of the household must sign the list. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

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

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

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

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

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If

the status of any family member was not determined prior to admission, verification of the individual's status will be obtained at the next regular reexamination. Prior to a new member joining the family, his/her citizenship/eligible non-citizen status will be verified.

#### **6.4 Social Security Numbers [24 CFR 5.216]**

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

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

The SHA will require an individual who states that he/she does not have a Social Security number to sign a statement to this effect.

If a member of a resident family indicates that he/she has a Social Security number, but cannot readily verify it, the SHA shall request the individual to certify to this fact and provide the applicant/resident up to thirty (30) days to produce the verification. If the individual is at least 62 years of age, the SHA will provide up to sixty (60) days to produce the verification.

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

#### **6.5 Suitability**

##### **6.5.1 Landlord References**

The SHA shall require an applicant to provide the names and current addresses of all landlords (or housing providers) for the applicant and household members during the period two (2) years prior to application through the date of the final determination.

If, after request the SHA has failed to receive a reference from a landlord (or housing provider) it shall notify applicant of non-receipt, and the SHA shall request that applicant use his or her best efforts to cause the landlord (or housing provider) to submit the reference to the SHA. In the event the applicant uses his or her best efforts but is unsuccessful, the applicant shall cooperate with the SHA in securing information from other sources about the tenancy. Non-receipt of a reference from a landlord (or housing provider) shall be cause for determining an applicant unqualified unless the applicant can show that he or she has used best efforts to secure the reference and that he or she has complied with reasonable requests for cooperation in securing other information.

### **6.5.2 Criminal History**

In determining an applicant's qualification, the SHA shall check Criminal Offender Record Information ("CORI") of all adult household members aged 17 years and older. The SHA may also consider information relating to criminal history that is contained in the application. If any adult member of a family has not resided in Massachusetts for twelve (12) months at the time of final screening, the SHA shall require the applicant to secure a criminal history from the state in which the adult household member last resided for a period of one or more years.

The SHA's Executive Director shall designate in writing the SHA CORI Administrator as well as other SHA staff who shall have access to CORI information. All designated SHA staff members must be certified by the Criminal History Systems Board ("CHSB") in accordance with M.G.L. chapters 6 and 167 – 178B, as well as 803 CMR 2.00 – 8.03 in order to receive information from the CHSB.

In its applications the SHA shall notify applicants that a CORI check will be performed on household members. As part of the application, the applicant shall sign an acknowledgement of his/her understanding of the SHA's CORI policies.

The SHA CORI Administrator shall request CORI information in one of two ways: by way of the CHSB's website via a secure Internet connection or by first class mail from The INFO Center, Inc. With regard to accessing CHSB, the CORI Administrator shall be

provided with identification for log in, user information and password. The dissemination of any information related to criminal histories by the CORI Administrator to anyone other than persons authorized to review the information by the Executive Director is expressly prohibited.

The CHSB's electronic response to the request for CORI information shall be downloaded from the Internet and be placed in a secure SHA computer network folder as designated by the Executive Director. The SHA shall store CORI information on the network only for as long as it takes to review the information, print it out if necessary, and process an application.

The SHA shall delete downloaded CORI files as soon as possible after processing the information. The SHA shall not create back-up copies of these files, nor shall the CORI files be moved to other media locations.

However, the CORI Administrator shall retain as record of all CORI requests and CORI responses.

The SHA shall maintain CORI documentation that has been printed from electronic media and any documentation relating to criminal histories from The INFO Center, Inc. in a locked file cabinet, which shall be accessible only to CORI, authorized staff for business relating to the SHA only. The printed forms shall be destroyed after one year from the date of its last use.

CORI designated employees [or other SHA employees who by mistake or mischance gain access to it] shall not disseminate CORI information. Violation of this policy may result in discipline, loss of CORI access, civil action and/or criminal prosecution, subject to applicable statutes and regulations.

### **6.5.3 Other Information**

The SHA shall conduct a credit check on the head of household. The SHA may rely on other information in making a determination of an applicant's suitability.

## **6.6 Types of Verification**

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the SHA will send a request form to the source

along with a release form signed by the applicant/resident via first class mail.

### General Information for Applicant/Resident Family

Item To Be Verified	3 <sup>rd</sup> Party Verification	Hand-carried Verification
Social Security Number	Letter from Social Security	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	SHA form sent to physician	N/A
Full time student status (if >18)	SHA form sent to school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from physician	N/A
Child care costs	SHA form sent to provider	Receipts and/or records of payment
Disability assistance Expenses	Letters from suppliers, care givers, etc.	Receipts and/or records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payments, dates of trips, mileage log, receipts for fares and tolls

### Asset Information for Applicant/Resident Family

Item To Be Verified	3 <sup>rd</sup> Party Verification	Hand-carried
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		<b>Verification</b>
Savings, checking Accounts	SHA form sent to institution	Passbook, most current statements
CDS, bonds, etc.	Letter from institution	Tax return information; brochure from institution, the CD, the bond
Stocks	Letter from broker or holding Company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, Assessor's Office, Assessment.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Letter from Assessor's Office, Assessment.	Receipt for purchase, other evidence of worth
Cash value of life Insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

### Income Information for Applicant/Resident Family

Item to be Verified	Third Party Verification	Hand-carried Verification
Earned income	SHA form to employer, Upfront Income Verification ("UIV")	A minimum of 3 consecutive recent pay stubs
Self-employed	Upfront Income Verification ("UIV")	Tax return from prior year, books of accounts
Regular gifts and Contributions	Letter from source, letter from Organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar Evidence
Alimony/child support	Court order, letter from source, Letter from Human Services	Printout from Department of Revenue, record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pension, workers compensation, unemployment)	TASS, Upfront Income Verification ("UIV"), letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation, Participation in job-training program	<p>Letter from program indicating:</p> <ul style="list-style-type: none"> <li>▪ Whether enrolled or complete</li> <li>▪ Whether training is HUD-funded</li> <li>▪ Whether federal, state, local govt., or local program</li> <li>▪ Whether it is employment training</li> <li>▪ Whether it has clearly defined goals and objectives</li> <li>▪ Whether program has supportive Services</li> <li>▪ Whether payments are for out-of-Pocket expenses incurred in order to participate in a program</li> <li>▪ Date of first job after program completion</li> </ul>	Evidence of job start

## 6.7 Timing of Verification

Verification information must be dated within 120 days of certification or reexamination. If the verification is older than this, the SHA will contact the source and request information regarding any changes.

When an interim reexamination is conducted, the SHA will verify and update any information related to the basis for the interim reexamination.

## **CHAPTER 7: INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME**

## **7.1 Computation of Net Household Income**

In order to determine net household income, the SHA shall first determine gross household income. Gross household income includes the income of all family members, excluding the types and sources of income that are specifically excluded. The deductions set out below are deducted from gross household income so computed, and the result is net household income. The Total Resident Payment is determined from the net household income.

## **7.2 Annual Income [24 CFR 5.609]**

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

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

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

Annual income includes, but is not limited to:

- 1.) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services [24 CFR 5.609(b)(1)];
- 2.) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family [24 CFR 5.609(b)(2)];

- 3.) The interest, dividends and other net income of any kind from real or personal property and/or expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursed of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD [24 CFR 5.609(b)(4)];
- 4.) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (however, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded [24 CFR 5.609(b)(4)]);
- 5.) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (however, lump sum additions such as insurance payments from worker's compensation are excluded [24 CFR 5.609(b)(5) & (6)]);
- 6.) Welfare assistance: If the welfare assistance payment includes an amount specifically designed for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - ✓ The amount of the allowance or grant exclusive of the amount specifically designated for shelter utilities; plus
  - ✓ The maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
- 7.) Imputed welfare income: this is income from welfare benefits that have been reduced because of welfare fraud or because of non-compliance with economic self-sufficiency requirements. Although the family in fact has reduced income, the SHA will impute the welfare income to the family in an amount equal to the reduction in benefits. A family's

annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the SHA by the welfare agency) plus the total amount of other annual income [24 CFR 5.615];

- 8.) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- 9.) All regular pay, special pay and allowances of a member of the Armed Forces, except for hostile fire pay.

### **7.3 Exclusions from Annual Income**

Annual income does not include the following:

- 1.) Income from employment of children (including foster children) under the age of 18 years [24 CFR 5.609(c)(1)];
- 2.) Payments received from the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone)[24 CFR 5.609(c)(2)];
- 3.) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses [24 CFR 5.609(c)(3)];
- 4.) Amounts received by the families that are specifically for or in reimbursement of, the cost of medical expenses for any family member [24 CFR 5.609(c)(4)];
- 5.) Income of a live-in aide [24 CFR 5.609(c)(5)];
- 6.) The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)];
- 7.) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)];
- 8.) The amounts received from the following programs [24 CFR 5.609(c)(8)]:
  - a.) Amounts received under training programs funded by HUD;
  - b.) Amounts received by a person with a disability that is disregarded for a limited time for purposes of Supplemental

Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

- c.) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program; [24 CFR§5.609(c)(8)(iii)]
- d.) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the SHA/ on a part-time basis that enhances the quality of life in the development as determined by the SHA. Residents enrolled in job training programs administered by the SHA/ are paid and stipend for hours spent in training. The training program and stipend cannot exceed 18 months. No resident may receive more than one such stipend during the same period of time.

Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of SHA's governing board [24CFR 5.609(c)(8)(iv)];

- e.) Incremental earnings and benefits resulting to any family member from participation in qualifying state and local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program [24 CFR 5.609(c)(8)(v)];
- 9.) Temporary, nonrecurring or sporadic income (including gifts) [24 CFR5.609(c)(9)];
  - 10.) Reparation payment paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)];
  - 11.) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse) [24 CFR 5.609(c)(11)];

- 12.) Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)];
- 13.) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts [24 CFR 5.609(c)(14)];
- 14.) Amounts received by the family in the form of refunds or rebates under state and local law for property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)];
- 15.) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)];
- 16.) Amounts specifically excluded by any other federal statutes from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.)
  - a.) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 201(h)];
  - b.) Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044(g)]. Examples of programs include but are not limited to: Retired Senior Volunteer Program, Foster Grandparent Program, Senior Companion Program, and the Older American Committee Service Program;
  - c.) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
  - d.) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives, and Active Corps of Executives;
  - e.) Payments received under the Alaska Native Claims Settlement Act [43 USC 1626(a)];
  - f.) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [25 USC 459(e)];

- g.) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624(f)];
  - h.) Payments received under programs funded in whole or in part under the Job Training Partnership Act [ 29 USC 1552(b)];
  - i.) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu]. Examples of Title IV Programs include: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
  - j.) Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056(f)]. Examples include the Senior Community Services Employment Program, National Caucus Center on the Black aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;
  - k.) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the "In Re Agent Orange" product liability litigation;
  - l.) Payments received under the Maine Indian Claims Settlement Act of 1980;
  - m.) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
  - n.) Earned income tax credit refund payments received on or after January 1, 1991;
  - o.) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation; and/or
  - p.) Allowances, earnings and payments to AmericCorps participants under the National and Community Service Act of 1990.
- 17.) For a qualified resident, increases in income due to earnings are completely excluded in calculating rent for 12 months, after which, half the increased earnings are excluded for the following 12

months. The exclusion period may be interrupted, but in no event may the total number of months between the beginning of the exclusion and the final month of exclusion exceed 48 months. This earned income disallowance is available only to households under lease and to the following three categories of individuals:

- ✓ A person whose annual income increases because of employment after having been unemployed for at least 12 months;
- ✓ A person whose annual income increases because of new or increased earnings during participation in an economic self-sufficiency program or other job training program; or
- ✓ A person whose annual income increases because of new or increased earnings, during or within six months after receiving assistance, benefits or services from a program funded by any state program for TANF. The assistance is not limited to income maintenance, but also includes benefits and services such as child care and transportation subsidies and one-time payments, wage subsidies and other amounts and services as long as the value of such benefits or services over a six month period is at least \$500. [24 CFR 960.255]

#### **7.4 Deductions from Annual Income [24 CFR 5.611]**

The SHA shall deduct the following amounts from family income.

- 1.) \$480 for each household member who is under 18 years of age, or is over 18 and has a disability or is a full-time student in a college or vocational program, but is not the family head or spouse;
- 2.) \$400 per family when the head or spouse is at least 62 years of age or disabled. Note: Only \$400 is an allowable deduction, even if both the head and the spouse are elderly or disabled.
- 3.) The sum of the following, to the extent the sum exceeds 3 percent of annual income:
  - ✓ Unreimbursed medical expenses of any elderly family or disabled family; and
  - ✓ Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or

older who are able to work because of such attendant care or auxiliary apparatus; and

- 4.) Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

## **7.5 Receipt of a Letter or Notice from HUD Concerning Income**

If a public housing resident receives a letter or notice from HUD concerning the amount of verification of family income, the resident shall take the letter to the SHA staff member responsible for income verification within ten (10) days of receipt by the resident.

The SHA shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

After the reconciliation is complete, the SHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the SHA shall do one of the following:

- 1.) Immediately collect the back rent due to the SHA;
- 2.) Establish a repayment plan for the resident to pay the sum due to the SHA;
- 3.) Terminate the lease and evict for failure to report income; or
- 4.) Terminate the lease, evict for failure to report income, and collect the back rent due to the SHA.

## **7.6 Cooperating With Welfare Agencies**

The SHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- 1.) To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 resident-based assistance program to achieve self-sufficiency; and
- 2.) To provide written verification to the SHA/ concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **CHAPTER 8: DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **8.1 Family Choice [24 CFR 960.253(a)]**

At admission and each year in preparation for a family's annual reexamination, the SHA shall provide each family with the choice of having rent determined under the income method or having rent set at the flat rent amount.

Families have only one choice of rent selection per year except for financial hardship cases. In order for families to make informed choices about rent options, the SHA will provide the following information:

- 1.) The SHA's policies on switching types of rent in case of a financial hardship; and
- 2.) The dollar amount of resident rent for the family under each option. If the family chose a flat rent for the previous year, the SHA will provide the amount of income-based rent for the subsequent year only if the family specifically requests it and submits updated income information or if the SHA is conducting an annual reexamination on the three-year cycle.

### **8.2 Flat Rent [24 CFR 960.253(b)]**

The flat rent is based on the market rent charged for comparable units in the private unassisted rental market in Springfield. It is equal to the estimated rent for which the SHA could promptly lease a unit after preparation for occupancy. Flat rents are offered to residents to promote mixed incomes in developments and encourage self-sufficiency.

The SHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The SHA determined the market value of the unit by comparing it to comparable unassisted units in the census tract in which it is located. The SHA used a minimum of three comparable unassisted units in its analysis.

The SHA also applied certain adjustment factors in determining the flat rents as set forth below:

Range:	\$10.00	Half bath:	\$ 8.00
Refrigerator:	\$10.00	Full bath:	\$ 13.00
Parking:	\$10.00	Laundry:	\$ 10.00

The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

Families who opt for the flat rent will be required to undergo an income reexamination process every three years, rather than an annual review, however will be required to sign required HUD forms and report any changes in family composition on an annual basis.

Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons: the family's income has decreased; the family's financial circumstances have changed such as increased expenses for child care or medical care, and other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

The SHA will post the flat rents at each of the developments and at the SHA's main office. The SHA Board of Commissioners incorporates flat rents in this policy upon approval.

There is no utility allowance for families paying a flat rent.

### **8.3 The Income Method**

An income-based rent is a resident rent that is based on the family's income. The total resident payment is equal to the highest of:

- 10 percent of the family's monthly income; or
- 30 percent of the family's adjusted monthly income; or
- The minimum rent of \$50.

### **8.4 Minimum Rent [24 CFR 5.630]**

The SHA has established a minimum rent of fifty dollars (\$50.00).

The SHA shall grant an exemption from the payment of the minimum rent if the family is unable to pay the minimum rent due to financial hardship. Financial hardship includes the following situations:

- The family or individual has lost eligibility or is waiting for an eligibility determination for a Federal, State, or Local assistance program;

- The family or individual would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family or individual has decreased because of a changed circumstance, including loss of employment; and/or
- A death in the family has occurred.

If a family requests a hardship exemption, the SHA shall suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption, and continuing until the SHA determines whether there is a qualifying financial hardship and whether it is temporary or long term.

The SHA shall promptly determine whether a qualifying hardship exists and whether it is temporary or long term. The SHA 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.

If the SHA determines that a qualifying financial hardship is temporary, the SHA shall reinstate the minimum rent from the beginning of the suspension of the minimum rent. The SHA shall offer the family a reasonable repayment agreement, on terms and conditions established by the SHA, for the amount of back minimum rent owed by the family.

If the SHA determines that a qualifying financial hardship is long-term, the SHA shall exempt the family from the minimum rent requirements so long as the hardship continues. The 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.

## **8.5 Rent For Families Under The Noncitizen Rule [24 CFR 5.518]**

A mixed family may receive continued assistance if all of the following conditions are met:

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

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

The SHA shall prorate an eligible family's assistance using the following calculation:

- 1.) Determine the 95<sup>th</sup> percentile of gross rents (resident rent plus utility allowance) for the SHA. The 95<sup>th</sup> percentile is called the maximum rent.
- 2.) Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
- 3.) Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- 4.) Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full allowance to obtain the prorated resident rent.

## **8.6 Utility Allowance**

The SHA shall establish a utility allowance for all check-metered utilities for those residents who elect the income method calculation and/or pay a minimum rent of \$50.00. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. Allowances will be evaluated at least annually as well as any time utility rate changes by 10 percent or more since the last revision to the allowances.

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

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

## **8.7 Rent Payment Methods**

Rent and other charges are due and payable on the first day of the month. All rents shall remain in effect until adjusted in accordance with the provisions of the lease. Rent payments may be made by sending a check or money order to the SHA, 25 Saab Court Springfield, MA 01104 or the Public Housing Management Office.

If the rent is not paid by the seventh calendar day of the month, rent shall be considered delinquent. The SHA shall issue a 14-day Notice to Quit.

## **CHAPTER 9: COMMUNITY SERVICE**

### **9.1 General**

Community service is the performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. [24 CFR 960.601]

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service, or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as described unless exempt from this requirement.

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

Each family member required to perform community service must perform eight hours of community service activities per month during the twelve month period. It is unacceptable, for example, to perform 96 hours of community service in one month and no community service in the remaining eleven months of the year.

### **9.2 Exemptions [24 CFR 960.601]**

An exempt individual is an adult who:

- 1.) Is 62 years or older; or
- 2.) Is a blind or disabled individual as defined under 216(l)(1) or 1614 of the Social Security Act (42 U.S.C. 416(l)(1) and who certifies that because of this disability he or she is unable to comply with the community service requirement, or is a primary caretaker for such an individual;
- 3.) Is engaged in work activities for at least 20 hours per week;

- 4.) Meets the requirements from having to engage in a work activity under the State program funded under part A of 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 SHA is located, including a State-administered welfare to work program; or
- 5.) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of Title IV of the Social Security Act or under any other welfare program of the State in which the SHA is located, including a State administered welfare to work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

### **9.3 Notification of the Requirement**

The SHA shall provide written notification to each adult family member about the community service requirement and related exemptions. The notification will provide the opportunity for the family member to claim and explain an exempt status. The SHA shall verify each claim for exemption.

The notification will also advise family members that the community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 2003. For families paying a flat rent, the obligation begins on the date that the annual reexamination would have been effective had an annual reexamination taken place. The notification will also advise that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### **9.4 Community Service Volunteer Opportunities**

The SHA will coordinate with social service agencies; local schools, the SHA's Resident Services Department and others to compile a list of community service volunteer opportunities. However, it is the resident's responsibility to secure opportunities for community service credit. The SHA is responsible for maintaining the record of documented community service compliance for affected residents and for determining the eligibility of the family for continued occupancy.

### **9.5 Assuring Resident Compliance [24 CFR 960.607]**

If qualifying activities are administered by an organization other than the SHA, the family member must provide signed certification to the SHA by the organization that the family member has performed the community service activities.

If the SHA determines that there is a family member who is required to fulfill community service requirement, but who has violated this family obligation, the SHA shall notify the resident of this determination.

The SHA's notice shall briefly describe the non-compliance and state that the SHA will not renew the lease at the end of the twelve-month lease term unless the resident and any other non-compliant family member enter into a written agreement with the SHA to cure such non-compliance, and in fact cure the non-compliance in accordance with the agreement, or the resident provides written assurance satisfactory to the SHA that the resident or other non-compliant resident no longer resides in the unit. The notice shall also state that the resident may request a grievance hearing on the SHA determination and that the resident may exercise any available judicial remedy to seek timely redress for the SHA's non-renewal of the lease because of the determination of non-compliance.

#### **9.6 Resident Agreement To Comply With Community Service Requirement**

If the resident or family member has violated the community service requirement, the SHA may not renew the lease upon expiration of the term unless:

- The resident and any other non-compliant resident enter into a written agreement with the SHA to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve-month term of the new lease, and
- All other members of the family who are subject to the service requirement are currently complying with the service requirement or are no longer living in the unit.

#### **9.7 Prohibition Against Replacement Of SHA Employees**

In implementing the community service requirement, the SHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the community service requirement. [24 CFR 960.609]

## CHAPTER 10: RECERTIFICATION

### 10.1 General

At least annually the SHA will conduct a reexamination of family income and composition in accordance with a schedule for reexaminations developed by the SHA. The results of the reexamination are used to determine the rent that the family will pay and that the family is appropriately housed.

It is the responsibility of the resident to report changes in family composition between annual reexaminations throughout the year. Additionally a household that claims zero income must report any increase in income. The SHA may conduct an interim examination based upon notification of these changes.

In the event that a household's income decreases, the family should report this change as soon as possible. The SHA shall conduct an interim examination based upon the change and shall adjust the resident's rent accordingly.

### 10.2 Annual Reexamination

Approximately four months prior to the scheduled date for a resident's reexamination, the SHA will mail a notification letter to the family advising of the upcoming reexamination interview, the necessary documentation that will be required from the family and the options for rent payment by the family.

#### 1.) Annual Reexamination Interview

During the scheduled interview, the SHA will review all income documentation and will determine if the family is appropriately housed. If the family is not appropriately housed, the SHA may initiate a transfer.

If the family fails to attend or reschedule the interview, the SHA will mail a second letter rescheduling the interview. The letter will also advise that if the family fails to attend or reschedule the second interview, the SHA will take eviction action against the family.

- **Flat Rent**

Each year at the reexamination interview, the family has the option of electing a flat rent. If the family elects to pay a flat rent, at the annual reexamination the SHA will require only information about

the family composition and the completion of HUD required consent forms. The SHA will perform an income reexamination every third year for families electing to pay flat rent.

The SHA will advise the family the approximate time when the SHA will review the amount of the flat rent, the approximate rent increase that the family can expect, and the approximate date that a future rent increase could become effective.

At the reexamination interview, the SHA will require that the family sign a certification accepting or declining the flat rent.

A family who opts for a flat rent may at any time request to have a reexamination and return to the income-based rent in the event that the family's income has decreased, the family's financial circumstances have changed, and/or other circumstances that create a hardship for the family such that the income method would be more financially feasible for the family.

- **Income Method Rent**

Each year at the reexamination interview, the SHA will require all information regarding income, assets, expenses and other information necessary to determine the family's share of rent. The family will complete all HUD required consent forms that will be used by the SHA to secure third party verification of the family's circumstances.

Upon receipt of the third party verification, the SHA will determine the family's annual income and will calculate the rent based on the highest of 10% of monthly income, 30% of adjusted gross monthly income or the minimum rent.

The new rent will generally become effective upon the resident's anniversary date, but in no event prior to 30 days written notice to the family of the rent increase. If a determination of the new rent is delayed due to a reason beyond the family's control, then the rent increase will be payable on the first of the month after expiration of the 30 day notice period.

Example: Resident's anniversary date is June 1<sup>st</sup>. Notification of rent increase is dated May 25. New rent becomes effective on June 1<sup>st</sup>, but does not become payable until July 1<sup>st</sup>

If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the resident's anniversary date.

If the family caused the delay, any increase will be effective on the anniversary date. Any reduction in rent will be effective on the first of the month after the reported change, except in documented cases of hardship in which the family was unable to report the decrease in income.

If a new member is added to the lease, the SHA will recalculate the family's income based on the new family member. This may result in an increase in rent. The SHA will provide a 30-day notice to the family of this rent increase.

## **2.) Treatment of Over-Income Families**

The SHA shall not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing if the family has a valid contract for participation in an Family Self-Sufficiency Program ("FSS Program") and/or if the family receives the earned income disallowance provided by 24 CFR 960.255.

For a resident who is not a participant in an FSS Program and/or is not receiving the earned income disallowance, the SHA shall not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing until one year following the annual reexamination in which the family's income exceed the income limit for public housing.

## **10.3 Interim Reexamination**

- 1.) A family is required to report the following changes to the SHA between regular reexaminations:
  - For families who have claimed zero income, any increase in income;
  - A household member has been added to the family through birth, adoption, court ordered custody or marriage; and

- A household member is leaving or has left the household.

The head of household must provide adequate documentation of these circumstances such as copies of court orders, birth certificates, adoption certificates, etc.

2.) The SHA shall conduct an interim reexamination only for:

- A family whose income has decreased and/or;
- Any family who had claimed zero income that has an increase in their income and/or;
- A family whose period of “earned income disregard” ends.

#### **10.4 Additions To Lease**

If a resident desires that a new member be added to the household, the resident must complete an application form providing information about the new family member’s income, assets, verified citizenship/eligible immigrant status, Social Security number if applicable, and all other information required of an applicant for public housing.

Upon receipt of this information the SHA will screen the application. If the SHA determines that the individual is eligible and suitable, the SHA will execute a new lease with the family reflecting the changed family composition.

If the SHA determines that the individual is ineligible or unsuitable, the SHA will so advise the family in writing of the determination and of the opportunity to request an informal hearing.

Except for additions due to birth or court awarded custody, the SHA may disallow the addition of a household member if a resident family is currently properly housed and the addition of a new member to the household will create an over-housed situation. Additionally, the SHA shall disallow the addition of a new member to the household when the existing household is in an over-housed situation.

In the event that the SHA denies a resident’s application to add a person to his/her lease, he/she may appeal the decision through the SHA’s Grievance Policy.

## **10.5 Residual Tenancy**

### **1.) Criteria**

A remaining member of a resident household may apply to become the head of household in the event of the death, departure or incapacity of the head of household. The application to become head of household will be approved provided that the applicant meets the following criteria:

- a.) An adult who has been a resident of record on the current lease for the unit for a minimum of nine months and whose income has been reported and included in the rent computations during the period of his/her occupancy unless he/she was without income or was a full-time student; or
- b.) In the event that the remaining member(s) of the household consists only of minor children, the applicant must be an adult who has been appointed either as a temporary or permanent guardian, is the natural parent of one or more household members, is willing to assume responsibility for the apartment and the household and is willing to enter into a lease. Under these circumstances, the SHA shall screen the applicant in accordance with the terms of this policy; or
- c.) In the event that the remaining member of the household is an incapacitated adult who is unable to fulfill the responsibilities set forth in the lease, the applicant must be an adult who has been appointed as either a temporary or permanent guardian of the remaining household member, and is willing to assume responsibility for the apartment, and willing to enter into a lease. Under these circumstances, the SHA shall screen the applicant in accordance with the terms of this policy.

### **2.) Divorce, Separation or Protective Order**

In the event of divorce, separation or a protective order issued by a court under Chapter 209A or other state or federal statute, any person(s) designated by the court will be permitted to apply to become the head of household provided that he or she would otherwise qualify under the terms of this policy.

### **3.) Income**

An applicant to become the head of household will not be found ineligible based on income exceeding the eligibility limits for applicants for admission to public housing.

### **4.) Limitations**

A remaining member of a resident household will not be considered for residual tenancy, if the departing or incapacitated head of household is relocating to another SHA apartment or to the SHA's Housing Choice Voucher Program, is relocating to another subsidized or non-subsidized apartment, is purchasing a home, is under eviction for non-payment of rent or for cause, or has vacated with an outstanding balance due to the SHA.

(A resident shall be regarded, as being "under eviction" if the Housing Manager has determined to proceed with eviction and the resident's appeals rights have been exhausted.)

A remaining member of a resident household will not be considered for residual tenancy, if the head of household has died and immediately prior to death, the head of household was under eviction for non-payment of rent or for cause, or died with an outstanding balance of more than two month's rent due to the SHA. (A resident shall be regarded, as being "under eviction" if the Housing Manager has determined to proceed with eviction and the resident's appeals rights have been exhausted.)

Approval of residual tenancy shall be conditional on the remaining members of a resident household being properly housed. Where applicable, any approved applicant for residual tenancy shall remain under a Use and Occupancy Agreement and will not sign a SHA standard dwelling lease until such time as the household transfers to an appropriately sized unit. Refusal to transfer to an appropriately sized unit shall be considered a violation of this policy and will cause the revocation of the conditional approval of residual tenancy.

### **5.) Appeals**

An applicant to be added to the lease and/or applicant for residual tenancy may appeal in accordance with the Chapter IV (F) of this policy. A resident who applies to add a person to the lease or who applies for residual tenancy may appeal in accordance with the SHA's Resident Grievance Policy (Appendix C).

## **10.6 Misrepresentation**

If the SHA determines that the resident has intentionally misrepresented facts upon which rent is based, the SHA shall retroactively charge the resident the appropriate amount of rent and take other such actions as permitted by law up to and including eviction and criminal prosecution.

## CHAPTER 11: TRANSFERS

### 11.1 Policy

It is the policy of the SHA that a tenant who resides in a federally-aided unit may be transferred to another federally-aided unit for administrative reasons or for good cause as set forth in this chapter.

### 11.2 Administrative Transfers

The Executive Director or her/his designee has the right to transfer a tenant from one unit to another for a sound administrative reason such as:

#### 11.2.1 Category 1 Transfers

- 1.) **Emergency** – Conditions in the tenant’s unit, building or at the development pose an immediate, verifiable threat to the health and physical safety of the tenant or household members;
- 2.) **Harassment** – Confirmation of harassment must be ascertained by law enforcement professional or SHA Crime Prevention Office. Verifiable conditions exist where tenant or household members are:
  - a.) witnesses to crimes and may face reprisals;
  - b.) victims of hate crimes or extreme harassment;
  - c.) victims of ongoing threats or attacks by criminal elements at the development or neighborhood, including domestic violence.
- 3.) **Overhoused** – SHA determines that tenant is “over-housed,” living in a unit that is larger than appropriate for the household;
- 4.) **Underhoused** – Tenant resides in a unit that is too small for the household composition and continued occupancy poses a serious threat to the household’s physical well-being or violation of local or state building and sanitary codes.
- 5.) **Modernization** – SHA is undertaking modernization, and the type of work being done requires that the tenant temporarily or permanently transfer;

- 6.) **Accessibility** – SHA determines that a tenant residing in an accessible apartment does not have a need for the accessible features and another tenant or applicant needs the accessible features of the unit;

### 11.2.2 Category 2 Transfers

- 1.) **Incentive Program** – Tenant meets all the following criteria at the time of application for transfer and applies to transfer to Manilla Apartments;

- Recommended by SHA Housing Manager for transfer;
- Resides in a SHA development for at least 36 months;
- No lease violations in the previous 24 months;
- Under no current office or court agreements;
- Fewer than two (2) 14-day Notices to Quit in the past 12 months and no more than four (4) Notices to Quit during the previous 24 months;
- Excellent housekeeping inspection results for previous 36 months;
- Excellent exterior maintenance over the past 36 months, including the areas under the tenant's responsibility. The areas include stairwell hallways, porches, front and back yards, exterior beds, etc. Tenant must not have received any grounds violation notices for the previous 12 months and;
- In properties with tenant-paid utilities, tenant must be able to get utilities turned on in his/her name;

- 2.) **Incentive Program Violations** – Tenant residing in an SHA designated incentive development fails to maintain the criteria for incentive program as stated in Section 11.2.2.1.

- Tenant will cooperate with SHA in resolving all issues addressed and identified as violations;
- SHA will determine appropriate resolution action, which includes termination of lease based on severity of violations;

- If tenant exhibits failure to maintain obligations of incentive program, SHA may transfer tenant out of designated incentive development.

### 11.3 Good Cause Transfers

A tenant who resides in a federally-aided unit has the right to request a transfer by the SHA to a different federally-aided unit for good cause such as:

#### 10.3.1 Category 3 Transfers

- 1.) **Underhoused** – SHA determines that tenant is “under-housed” (in a unit that is too small, based on family size);
- 2.) **Medical** – when there is a compelling and documented medical impairment that could be substantially improved by transfer to a different unit. Supporting documentation for medical transfers shall include a written statement from a physician indicating: the specific nature of the medical impairment, contributing factors in the tenant’s current apartment/development that aggravate the medical impairment and why a different type of unit/development would be medically necessary to improve the resident’s medical impairment.

#### 11.3.2 Eligibility For Good Cause Transfers

In order to qualify for a good cause transfer, the tenant and household members must meet all of the following criteria:

- 1.) occupy the current apartment for the 12 months prior to transfer request;
  - If tenant has court ordered shared child custody, the child must reside in SHA unit for more than 50% of the year for transfer consideration;
  - New household members added to the lease must reside in unit for past 12 months prior to transfer request;
- 2.) be current with rent and/or any other charges against the tenant’s account;
- 3.) be in compliance for six (6) consecutive months with office rental agreement prior to transfer request (if applicable);

- 4.) be free of any court agreements;
- 5.) pass a housekeeping inspection for the current unit. SHA will also inspect for any alterations or damage to the unit caused by the tenant;
- 6.) not have committed any serious violations of the lease for at least 24 months prior to transfer request as well as have any outstanding lease violations with the SHA;
- 7.) not have refused a previous transfer unit offer within past 12 months of transfer request;
- 8.) file a transfer application with all supporting documentation.

#### **11.4 Transfer From A Federally-Aided Unit To A State-Aided Unit**

In the unusual circumstance when there is no federally-aided unit that is adequate in size and meets the circumstances of an administrative transfer or an approved good cause transfer, the tenant may transfer from a federally-aided unit to a state-aided unit with the approval of the Executive Director or his/her designee.

#### **11.5 Placement On The Waiting List**

##### **11.5.1 Administrative Transfers – Category 1**

A tenant with a Category 1 administrative transfer application to a federally-aided unit shall be assigned a place on the appropriate federal waiting list in the Applications Office. Category 1 administrative transfers will be assigned a place on the waiting list above all other applicants.

Within the group of Category 1 administrative transfers, the applications will be placed on the list in time and date sequence as received by the Applications Office.

##### **11.5.2 Administrative Transfers – Category 2**

A tenant with a Category 2 administrative transfer application to a federally-aided unit shall be assigned a place on the appropriate federal waiting list in the Applications Office. Applicants for a Category 2 administrative transfer will be assigned a place on the waiting list above all other applicants but below a Category 1 administrative transfer.

Within the group of applications for Category 2 administrative transfers, the applications will be placed on the list in time and date sequence as received by the Applications Office.

### **11.5.3 Good Cause Transfers – Category 3**

A tenant with a Category 3 good cause transfer application to a federally aided unit shall be assigned a place on the appropriate federal waiting list in the Applications Office. Category 3 good cause transfers will be equally weighted with standard applicants. Within the group of Category 3 good cause transfers, the applications will be placed on the list in time and date sequence as received by the Applications Office.

## **11.6 Unit Offers**

- 1.) SHA reserves the right to cancel any transfer request if tenant and/or household members have engaged in lease violation(s) from the time of the transfer application submission through the unit offer;
- 2.) SHA shall offer only one appropriately sized unit that meets the transfer needs;
- 3.) If tenant refuses to move pursuant to a Category 1 administrative transfer, the SHA will initiate lease enforcement proceedings, including termination of lease;
- 4.) If tenant refuses to move pursuant to a Category 2 administrative transfer or Category 3 good cause transfer, the SHA will remove tenant from the waiting list. Tenant will not be eligible for another transfer approval for 12 months from date of unit offer;
- 5.) If tenant accepts the apartment offer, SHA will inspect tenant's current apartment for housekeeping and tenant damage prior to issuance of keys to new unit.

## **11.7 Acceptance Of Unit**

- 1.) Tenant has five (5) days from the time he/she receive keys to new unit to transfer all belongings. SHA will impose a \$25.00 daily fee for each day after the fifth day that tenant does not return the keys to the original unit;
- 2.) The current unit and outside of unit must be left in move-in condition, free of trash, debris, furniture, non-SHA appliances, and any

alterations made must be restored to the unit's original condition. The unit must be swept, mopped and appliances should be clean and grease-free;

- 3.) If tenant refuses to leave the apartment in a clean, swept and damage-free condition, the SHA Maintenance Department will assess damage and labor costs and tenant will be charged. The SHA may seek lease termination if conditions warrant.

## **11.8 Cost Of The Tenant's Transfer**

The responsibility for moving costs will be determined on a case-by-case basis, except under the following circumstances.

### **1.) SHA Expense**

The cost of a tenant's transfer will be borne by the SHA when transfer is required by SHA modernization or rehabilitation work. The SHA will also bear the expense of a tenant's transfer when action or inaction by the SHA has caused the unit to be unsafe or uninhabitable.

### **2.) Tenant Expense**

The cost for a transfer will generally be borne by the family under the following circumstances:

- 1.) When the transfer is made at the request of the tenant or by others on behalf of the tenant (i.e. by the police);
- 2.) When the tenant was originally properly housed and the transfer is needed to move the tenant to an appropriately sized unit, either larger or smaller, due to a change in family composition;
- 3.) When a tenant who did not require an accessible unit accepted the unit and must transfer because a tenant needs an accessible unit. (Prior to acceptance of the unit, the tenant generally signs a statement acknowledging an understanding that a transfer may be required if a tenant needs the accessible unit.)
- 4.) When the transfer is required because action or inaction by the tenant caused the unit to be unsafe or uninhabitable.

## **11.9 Appeal**

If the tenant does not agree to a Category 1 administrative transfer, or the SHA denies a tenant's good cause transfer application, the SHA shall inform the tenant of the right to request a grievance hearing with the SHA's grievance panel and will give the tenant a reasonable opportunity to request such a hearing before taking any legal action against the tenant.

## CHAPTER 12: PET POLICY

### 12.1 Introduction

The SHA allows for pet ownership in its elderly/handicapped and family developments with the written pre-approval of the SHA in accordance with this policy. General policy matters related to pets are set forth herein and are supplemented by the SHA pet rules, the SHA pet agreement lease addendum and the SHA's pet owner's absence agreement. Each of the documents related to pets may be obtained at the SHA's management offices.

This policy does not apply to animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all residents to maintain the unit and associated facilities in a decent, safe and sanitary condition and to refrain from disturbing neighbors.

### 12.2 Pet Definition

Common household pets are limited to the following animal categories and related species:

- Four-legged, warm blooded animals (dogs and cats) kept for pleasure and non-commercial use (e.g. breeding);
- Birds; and
- Fish

### 12.3 Pet Guidelines

The following guidelines apply to pets maintained by SHA residents. [Note: a household may have either one dog or one cat in addition to birds and fish.]

#### 12.3.1 Domestic Dogs (Dogs not permitted in family-aided housing)

- a.) Maximum number per household: 1
- b.) Minimum age in elderly/handicapped developments: 6 months
- c.) Maximum adult weight: 40 pounds

- d.) Must be house broken
- e.) Must be spayed or neutered
- f.) Must have annual rabies and distemper inoculations as required by licensed veterinarian, as well as infectious hepatitis, leptospirosis, para influenza, and parvo inoculations at intervals recommended by licensed veterinarian
- g.) Animals deemed to be of a vicious are not permitted for safety reasons

**12.3.2 Domestic Cats (Cats not permitted in family-aided housing)**

- a.) Maximum number per household: 1
- b.) Minimum age in elderly/handicapped developments: 6 months
- c.) Maximum adult weight: no restrictions
- d.) Litter must be changed twice a week
- e.) Must be spayed or neutered
- f.) Must have annual rabies and distemper inoculations and feline leukemia shots as required by licensed veterinarian
- g.) Must have scratching post

**12.3.3 Birds**

- a.) Maximum number per household: 2
- b.) Must be maintained inside cage at all times
- c.) Cage must be cleaned twice a week

#### **12.3.4 Fish**

- a) Maximum number of aquariums: 1
- b) Maximum aquarium size: 20 gallons
- c) Aquarium or fishbowl must be cleaned as needed

Exception: If the SHA approved a family's application for a greater number of pets prior to the implementation of this policy, the family shall be permitted to keep those pets.

#### **12.4 Pet Deposit**

In its family developments the SHA charges a pet deposit of \$200 or the amount of one month's rent, whichever is less.

In its elderly/disabled developments there is no pet deposit required.

#### **12.5 Pet Committee**

The SHA shall establish a Pet Committee at each elderly/handicapped development consisting of the SHA housing manager responsible for the development, a SHA maintenance staff member, and a resident council member designated by the resident council. This committee will address issues that arise due to the presence of pets in the development and to address any disagreements in the application of this pet policy.

#### **12.6 Resident Consultation**

The SHA shall provide the text of proposed pet rules to each household and Resident Council and shall notify the household/Resident Councils that they may submit written comments on the proposed rules within the period of time allowed for comment (generally 30 days). The SHA may also announce the date, time and place for a meeting to discuss the proposed rules.

The SHA shall develop the final rules after reviewing the residents' written comments and written summaries of any SHA-resident meetings. The SHA shall provide a written copy of the pet rules and subsequent amendments to the residents and Resident Councils.

## **CHAPTER 13: INSPECTIONS**

### **13.1 Move-In Inspections**

The SHA and prospective head of household will inspect the premises prior to signing the lease. The SHA will prepare a written statement of the condition of the premises that will be signed by a SHA representative and the head of household. The SHA will provide a copy of the signed inspection statement to the head of household and will retain the original in the family's file.

### **13.2 Annual Inspections**

The SHA will inspect each public housing unit annually to ensure that each unit meets Uniform Physical Conditions Standards [24 CFR 5.701] and the Massachusetts State Sanitary Code Standards. The SHA will initiate work orders to correct deficiencies.

### **13.3 Preventative Maintenance Inspections**

The SHA may conduct preventative maintenance inspections periodically. These inspections are intended to keep items in good repair and to extend the life of the unit and its equipment.

These inspections may encompass checks on leaks, the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures. These inspections may also provide an opportunity to conduct seasonal checks on furnace filters, window screens and air conditioning units.

### **13.4 Special Inspections**

The SHA may schedule special inspections to enable HUD or others to inspect a sample of the federal housing stock maintained by the SHA.

### **13.5 Housekeeping Inspections**

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

### **13.6 Notice Of Inspection**

The SHA will provide the resident with at least two (2) days written notice of annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections.

### **13.7 Emergency Inspections**

The SHA may enter a unit without prior notice if there is reason to believe that an emergency condition exists within the unit. The SHA representative who enters the unit will leave a written notice in the unit advising the family of the date and time of entry and purpose for the emergency inspection.

### **13.8 Pre-Move Out Inspections**

The SHA will offer to schedule a pre-move out inspection upon receipt of a resident's notice to vacate. The inspection allows the SHA to assist the family in identifying any problems, which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the SHA to prepare units more quickly for future occupants.

### **13.9 Move-Out Inspections**

The SHA conduct a move-out inspection at the time a resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. The SHA will notify the resident about the inspection and encourage the head of household to be present. This inspection becomes the basis for any claims assessed by the SHA against the resident's security deposit.

## **CHAPTER 14: TERMINATION OF TENANCY**

### **14.1 Termination By Resident**

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, he/she will be responsible for rent through the end of the notice period.

In the event of a resident's death in a single person household, the SHA shall terminate rent charges effective on the date that the family of the decedent returns the keys to the unit to the SHA. In the event of the death of an adult with income in a multi-person household, the SHA will recalculate the family's rent based on the change of income effective on first day of the month following the date of death.

### **14.2 Termination By The SHA**

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

- 1.) Nonpayment of rent or other charges;
- 2.) A history of three (3) or more late/delinquent rental payments within the current reexamination period;
- 3.) Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- 4.) Failure to allow inspection of the unit;
- 5.) Failure to maintain the unit in a safe and sanitary manner;
- 6.) Assignment or subletting of the premises;
- 7.) Use of the premises for purposes other than as a dwelling unit;
- 8.) Destruction of property;
- 9.) Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- 10.) Any criminal activity on the property or drug-related criminal activity on or off the premises;

- 11.) Noncompliance with community service requirements effective one year after the suspension is lifted;
- 12.) Permitting persons not on the lease to reside in the unit for more than twenty one (21) days each year without the prior written approval of the SHA; and
- 13.) Other good cause.

### **14.3 Extended Absences and Abandonment**

The head of household must notify the SHA in writing if all members of the household intend to be absent from the unit for more than thirty (30) consecutive days. A family may not be absent from the unit for longer than sixty (60) consecutive days or 180 days if the absence is due to medical reasons. Upon request by the head of household, the SHA will install a keyed knob set lockout device for the duration of the extended absence.

If the family is absent from the unit in excess of these limits, the SHA may take appropriate legal action, up to and including eviction. A family may request that the SHA approve an absence in excess of these limits. The SHA shall consider such a request and may approve it only if extenuating circumstances exist.

If the SHA does not receive written notice from a family regarding an extended absence, the SHA shall consider that the unit has been abandoned if:

- There is reason for the SHA to believe that the unit has been unoccupied for thirty (30) days or more, and
- The rent is past due and the household has not acknowledged or responded to demands for payment.

If the SHA determines that a unit has been abandoned, the SHA shall enter the unit to conduct an emergency inspection and send a written notice of abandonment to the family at the unit address and to any emergency contact person provided by the resident.

If the family does not respond to the written notice of abandonment within ten (10) days of the date of the notice, the SHA shall take appropriate legal action, up to and including eviction.

Upon receipt of an eviction order, the SHA shall inventory any items remaining in the unit and shall follow the court's order in the disposition of the property.

## CHAPTER 15: TENANT GRIEVANCE

### 15.1 General

It is the policy of the SHA to provide residents with a method for dispute resolution and the opportunity for a grievance hearing.

### 15.2 Policy Application

This policy applies to a dispute a resident may have with respect to the SHA's action or failure to act in matters involving that resident's lease with the SHA or SHA rules that adversely affect the resident's rights, duties, welfare or status.

This policy does not apply to disputes between tenants, class grievances, and is not a forum for initiating or negotiating policy changes between tenants and the SHA Board of Commissioners ("Board").

The SHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

There is no right to a grievance hearing for:

- a.) The amount of rent due to the SHA, unless the resident pays the SHA an amount equal to the amount of the rent due and payable as of the first of the preceding the month in which the act or failure to act took place. The resident shall thereafter deposit the same monthly amount until the case is resolved by decision of the grievance panel; or
- b.) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the SHA; or
- c.) Any violent or drug-related criminal activity on or off the premises; or
- d.) Any criminal activity that resulted in a felony conviction of a household member.

### 15.3 Filing A Grievance

A tenant shall submit a written request for a grievance in writing and deliver or mail it to the SHA's main office at 25 Saab Court, Springfield, MA or to the public housing management office, within seven (7) days after the tenant's receipt of a notice of lease termination, or notice of

program termination to a participant in the MRVP or AHVP. The request for a grievance hearing must specify the reasons for the grievance and the action that the tenant wants the SHA to take or refrain from taking. (Forms are available at the SHA management offices.)

A request for a grievance hearing regarding some other matter shall be submitted in the same manner as above, but within fourteen (14) days after the date on which the resident first became aware or should have become aware of the subject matter of the grievance.

The SHA shall permit additional time for initiation of a grievance if the SHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the SHA.

#### **15.4 Informal Settlement Conference**

After the filing of a request for a grievance hearing, the SHA shall provide the resident with the opportunity to discuss the grievance informally to attempt to settle the grievance without the necessity of a grievance hearing. The SHA shall give reasonable advance notice to the resident and his or her representative (if any) of a time and place for an informal settlement conference, unless the conference occurred at or before the time of filing. The SHA shall prepare a written summary of the settlement conference including the names of the participants, the date of the conference, and the nature of the informal settlement or proposed disposition. The tenant and the SHA shall preferably sign the summary. The SHA shall maintain a copy of the informal settlement. If a matter is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a resident's right to a grievance hearing.

#### **15.5 Grievance Panel**

##### **15.5.1 Composition**

The grievance panel ("panel") shall consist of three members - one tenant, chosen by the local tenant organizations ("LTOs"), one SHA representative, chosen by the SHA's Executive Director, and one impartial person, chosen jointly by the SHA and the tenant member. The SHA member who participates in the grievance hearing shall not be directly involved in the matter under consideration. Alternates are also to be chosen in the same manner and shall serve when the regular members cannot serve. The impartial member (including the alternate member) shall not be a board member of the SHA or an officer of an LTO.

The SHA shall consult the LTOs before SHA appointment of each panel member. The SHA before the appointment shall consider any comments or recommendations submitted by the tenant organizations.

The SHA shall provide written notice of appointment to the panel to each member, including alternates, specifying the term of service, which shall not exceed five years. Each member shall mail or deliver his or her written acceptance to the SHA on a form provided by the SHA. Each member (including each alternate member) shall annually certify to the SHA that he or she is ready, willing, and able to serve; failure to certify within ten (10) days of receipt of a written request by the SHA shall render the member's position vacant. Upon a vacancy, however created, a new member shall be appointed in the same manner as the member who created the vacancy was appointed. The new member may be drawn from the pool of alternate members.

#### **15.5.2 Designation Of A Presiding Member**

A majority of the members (including alternate members) shall designate one member to be the Presiding Member, to preside at the grievance hearings. The SHA shall provide written notice of the Presiding Member's designation to the LTOs along with a list of the other panel members. A majority of the members may designate in writing a different Presiding Member at any time.

#### **15.5.3 Quorum**

Reasonable efforts shall be made to have the three-member panel hear and decide each grievance. However, two members shall constitute a quorum and may render a decision. If a member removes him or herself or is removed after a hearing has been held on a grievance, the remaining two members may render a decision on the grievance.

#### **15.5.4 Impartiality Of Members**

The members shall not have or appear to have any direct personal or financial interest in the outcome of a grievance. No member shall be related by blood or marriage to any party or to any person who is the source of evidence as to facts that are disputed by the parties. No members may determine matters that directly concern his or her own housing or a family member's housing.

Each member shall determine each grievance impartially and objectively. A member, who is or appears to be unable to consider a grievance impartially or objectively, has a duty to remove him or herself from the panel. If a member fails to do so, upon written objection by the SHA, any affected LTO, or resident, the Presiding Member may remove a member.

#### **15.5.5 Removal Of Member**

A member (including an alternate member) may be permanently removed at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias, or partiality. The SHA may remove the member it appointed and the LTOs may remove the member they appointed, after notice to the member and the opportunity for him or her to be heard by the appointing authority. The SHA and the LTOs may jointly remove the impartial member (or alternate) after notice and opportunity to be heard.

With regard to the state-aided public programs, if the SHA and LTOs fail to agree on removal of the impartial member, the Department of Housing and Community Development ("DHCD") may remove that member for cause upon written request by either the SHA or an LTO. The written request shall contain a detailed specification of charges. DHCD's decision whether to remove the impartial member shall be in writing mailed to the member, the SHA and the affected LTOs. Prior to removing a member for cause, DHCD shall give the member, the SHA and all affected LTOs the opportunity to be heard.

With regard to the federally-aided public housing program, if the SHA and LTOs fail to agree on removal of the impartial member, the SHA's Executive Director may remove that member for cause upon written request by either the SHA or an LTO. The written request shall contain a detailed specification of charges. The Executive Director's decision whether to remove the impartial member shall be in writing mailed to the member, the SHA and the affected LTOs. Prior to removing a member for cause, the Executive Director shall give the member, the SHA and all affected LTOs the opportunity to be heard.

### **15.6 Hearing**

#### **15.6.1 Hearing Date And Notice**

The SHA shall schedule a grievance hearing based on termination of a lease case within fourteen (14) days or as soon

as reasonably practical after the SHA's receipt of the request. The SHA shall schedule a grievance hearing regarding some other issue as soon as reasonably convenient after receipt of the request.

The SHA is responsible for scheduling and other administrative matters, including delivering notices. The SHA shall consult the members and schedule hearings at times convenient for them. The SHA shall give reasonable advance written notice of the time and place of the hearing to the resident and to his or her representative (if any). The SHA or the panel may reschedule a hearing by agreement, or upon showing by the resident or the SHA, that rescheduling is reasonably necessary.

If the resident does not request that the hearing be rescheduled and does not appear at the hearing, the resident has waived the right to a hearing.

#### **15.6.2 Pre-Hearing Examination of Relevant Documents**

Prior to a grievance hearing, the SHA shall provide the resident and/or his or her representative a reasonable opportunity to examine SHA documents that are directly relevant to the grievance. Following a timely request the SHA shall provide copies of such documents to the resident and may waive the charge for the copies for good cause (including financial hardship).

#### **15.6.3 Persons Entitled to be Present**

The grievance hearing shall be private unless the resident requests that it be open to the public. If the resident requests an open hearing, it shall be open to the public unless the panel otherwise orders. The SHA and the resident shall be entitled to have a reasonable number of persons present at a grievance hearing. The panel shall decide a challenge to the presence of any such person. The SHA and the resident may be represented by a lawyer or by a non-lawyer.

Each person present at the hearing shall conduct him or herself in an orderly manner or shall be excluded. If the resident misbehaves at the hearing, the panel may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.

#### **15.6.4 Procedure At The Hearing**

The panel shall conduct the grievance hearing in a fair manner without undue delay. The hearing shall be tape-recorded. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The panel shall initially define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. The resident and the SHA shall be entitled to question each other's witnesses. The members may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and SHA policies and procedures. The members may request the SHA or the resident to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

### **15.7 Decision**

#### **15.7.1 Written Decision**

After the hearing, the panel must deliberate and by majority vote, determine the decision. This decision must be based upon the evidence presented at the hearing, additional information requested by the members, and upon applicable laws, regulations, and SHA policies and procedures. The decision must be in writing, dated, and state the findings of fact and the reasons for the decision. Within fourteen (14) days following the hearing, or as soon as reasonably possible, the panel shall provide the SHA with the written decision and the SHA shall then mail or deliver a copy of the decision to the resident and his or her representative. The SHA shall make a copy of the decision available for public inspection with names and personal identifiers deleted.

#### **15.7.2 Review Of Decision**

For hearings related to termination of lease cases, the resident or the SHA may request a review by the SHA Board only to the extent that there is a claimed violation of procedures related to the processing of the grievance.

### **15.7.3 Board Appeal**

For hearings related to issues other than termination of lease cases, the resident or the SHA may request a review by the SHA Board only to the extent that there is a claimed violation of procedures related to the processing of the grievance.

### **15.8 Effect Of A Decision On A Grievance**

The decision on a grievance shall be binding between the SHA and the resident with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter that has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the SHA and any person who was not a resident, the decision on a grievance shall have no binding effect.

## CHAPTER 16: PAYMENT AGREEMENTS

### 16.1 Policy

At the discretion of SHA, a family may enter into a written payment agreement to pay for excessive maintenance charges and/or other amounts related to the family's tenancy.

The payment agreement sets out the nature of the debt, the terms of payment, the time period in which payment is to be made, any other provisions relating to the payment arrangements and the remedies available to the SHA upon breach of the arrangement. The SHA generally requires a down payment of one-third (1/3) of the balance owed as a good faith payment.

Full payment must be made within the following specified time periods:

Fire Damage or Casualty to Unit:	Up to 24 months
Maintenance Charges:	Up to 12 months

A resident may request an extension of the time period in writing setting forth the reasons for the request. The SHA may approve an extension when extenuating circumstances exist and the resident has continued to make good faith efforts to pay the balance due.

If the current payment balance is not paid prior to the first of the following month, then the terms of the Payment Agreement shall become null and void and the entire balance owing to the SHA shall become due and payable.