

# **LOUISVILLE METRO HOUSING AUTHORITY**



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

**Effective: April 18, 2023**

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Previous versions:

7/21/2020  
1/19/2021  
4/20/2021  
9/30/2021  
1/1/2022  
5/1/2022  
1/1/2023

## **LOUISVILLE METRO HOUSING AUTHORITY ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy (ACOP) defines the Louisville Metro Housing Authority's (LMHA) policies for the operation of its Public Housing Program, including public housing/low-income housing tax credit (PH/LIHTC) properties, incorporating Federal, State, and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

This ACOP is aligned with the Moving to Work (MTW) Agreement by and between HUD and the Housing Authority, as amended and restated on April 15, 2008, and including any subsequent amendments thereto. The MTW Agreement governs and supersedes, as appropriate, applicable Federal laws, rules, regulations, contracts, and agreements that have been or will be waived and/or modified by the MTW Agreement and subsequent amendments to the Agreement. This ACOP, in conjunction with the approved MTW Annual Plan, together comprise the operational policies and procedures of the Public Housing Program.

This document governs all LMHA public housing residents except those residing at Liberty Green, Sheppard Square. Residents of these sites are governed by separate ACOP documents.

### **MTW EMERGENCY WAIVERS**

The COVID-19 outbreak threatens the lives of many Americans and the livelihoods of many more. It is an urgent health crisis of unprecedented scale, and one that is disproportionately impacting low-income families. The outbreak of COVID-19 also places additional burdens on housing authorities which are working tirelessly to respond to the needs of their participants while also maintaining compliance with program requirements.

LMHA has established the following emergency waivers in response to emergencies as declared by the applicable unit of government with jurisdiction over LMHA, including the authority to determine when to place and lift the waivers. LMHA may revise, add and/or remove waivers as needed to address the specific conditions associated with a given emergency (economic, health-related, a natural disaster, etc.). In addition to agency-specific waivers implemented through this activity, LMHA retains the right to avail itself of additional waivers, regulatory or statutory relief, or any other emergency-related provisions that may be made available by HUD or other governmental entities.

LMHA will cease using the MTW waivers listed in the “MTW Waivers in Effect” section below effective May 11, 2023 when the currently declared, COVID-related, national public health emergency expires. Should another emergency (COVID-related or otherwise) be declared by an

applicable unit of government with jurisdiction over LMHA, the Housing Authority may re-establish any or all of its MTW emergency waivers.

## MTW Waivers in Effect<sup>1</sup>

1. Administrative Plan and Admissions and Continued Occupancy Policies: LMHA will waive the requirement to obtain Board approval prior to adopting new and/or revised policies. LMHA will obtain formal Board approval within three months of the end of the declared emergency.

5. Verification of Income: During periods of declared emergencies, LMHA will waive the requirements of the verification hierarchy but continue to use EIV.

## MTW Waivers Reserved for Possible Future Use<sup>2</sup>

3. Delayed Reexaminations: LMHA will waive the requirement to conduct a reexamination of family income and composition at least annually. Currently LMHA completes reexaminations on a biennial basis for Public Housing (PH) households and on a triennial basis for PH households on flat rents. Where reexaminations have been delayed, LMHA will complete the reexamination no later than the anniversary month of the following year. The next reexamination will be scheduled on the same anniversary month using the applicable reexam frequency for the family. For example, if a biennial reexam was due on July 2020, LMHA would complete the reexam by July 2021. The next scheduled biennial reexam would take place in July 2023.

10. Delayed PH Annual Self-Inspection: LMHA will waive the requirement to complete annual self-inspections of PH units. LMHA will continue to respond to and address serious conditions that could jeopardize life or property. When the waiver is lifted, LMHA will resume self-inspections beginning with the units which were inspected on the oldest date.

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<sup>1</sup> MTW Activity 2021-2, Emergency Waivers

<sup>2</sup> MTW Activity 2021-2, Emergency Waivers



## **1.0 FAIR HOUSING<sup>1</sup>**

It is the policy of the LMHA to fully comply with all federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development (HUD) regulations governing Fair Housing and Equal Opportunity. The Housing Authority shall affirmatively further fair housing in the administration of its Public Housing Program.

No person shall, on the grounds of race, color, sex, perceived or actual sexual orientation or gender identity, marital status, national or ethnic origin, familial status, disability, lawful source of income, conviction history or arrest history, prior military service, or homeless status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the LMHA's programs.<sup>2</sup>

To further its commitment to full compliance with applicable Civil Rights laws, the LMHA will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at Housing Authority offices. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The LMHA will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. The Housing Authority will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity (601 W. Broadway, Suite 110, Louisville, KY 40202). If as a reasonable accommodation, the family needs assistance to complete this process, LMHA staff will assist as appropriate.

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<sup>1</sup> 24 CFR Part 6, Subpart A

<sup>2</sup> 24 CFR §6.1 and Louisville Metro Council Ordinance §92.01 and §92.03.

## **2.0 REASONABLE ACCOMMODATION<sup>1</sup>**

LMHA will make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

### **2.1 REASONABLE ACCOMMODATION DEFINED**

A “reasonable accommodation” is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces

### **2.2 REQUESTING A REASONABLE ACCOMMODATION**

- A. A reasonable accommodation request:**
  - a. can be made at any time
  - b. by an applicant or existing tenant or someone acting on their behalf
  - c. orally or in writing (in writing preferred, but not required)
- B. Requesting reasonable accommodation with LMHA:**
  - a. any applicant or tenant may pick up a Request for Reasonable Accommodation form from any LMHA office during normal, posted operating hours
  - b. all applicants will receive a Request for Reasonable Accommodation form
  - c. information regarding reasonable accommodation will be provided with notice of:
    - i. reexamination
    - ii. appointment
    - iii. inspection
    - iv. eviction
    - v. any other notice requesting tenant action.
  - d. oral requests may be made at any LMHA office during normal, posted operating hours
- C. LMHA will never charge an additional fee or additional rent as a condition of providing a reasonable accommodation.**

### **2.3 LMHA’S PROCESS FOR PROVIDING REASONABLE ACCOMMODATIONS**

- A. LMHA will confirm the requestor has a disability**
  - a.** The Fair Housing Act defines a person with a disability to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.
  - b.** LMHA will normally not request information about the nature or severity of an individual’s disability.
  - c.** However, in response to a request for a reasonable accommodation, a housing provider may request reliable disability-related information that:

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<sup>1</sup> 24 C.F.R. § 100.204, <https://www.hud.gov/sites/dfiles/FHEO/documents/huddojstatement.pdf>

- i. is necessary to verify that the person meets the Act's definition of disability
    - ii. describes the needed accommodation, and
    - iii. shows the relationship between the person's disability and the need for the requested accommodation.
  - d. Information verifying that the person meets the Act's definition of disability can usually be provided by the individual themselves.
  - e. Typical examples of verification methods:
    - i. Individuals under 65 with proof of SSI or SSD benefits
    - ii. Credible statement by the individual
    - iii. Doctor or other medical professional statement
    - iv. Peer support group statement
    - v. Non-medical service agency statement
  - f. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.
  - g. The following are not protected by the Act:
    - i. Juvenile Offenders
    - ii. Sexual Offenders
    - iii. persons actively engaging in the use of illegal substances
      - 1. persons in recovery and not actively using illegal substances are covered
    - iv. an individual with a disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others
      - 1. unless the threat can be eliminated or significantly reduced by reasonable accommodation
- B. **LMHA will determine if the requested accommodation has a relationship to the verified disability and if the requested accommodation is reasonable**
  - a. LMHA may deny a request for a reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation.
  - b. Additionally, LMHA may deny a request if providing the accommodation is not reasonable, meaning
    - i. it would impose an undue financial and administrative burden on LMHA
      - 1. LMHA has a policy that requested reasonable accommodations under \$5000 will not be considered an undue financial burden.
      - 2. Reasonable accommodation requests over \$5000, will be reviewed on a case by case basis; or
    - ii. it would fundamentally alter the nature of LMHA's operations.
  - c. LMHA will make such determinations on a case-by-case basis, considering the following factors:
    - i. the cost of the requested accommodation
    - ii. the financial resources of LMHA

- iii. the benefits that the accommodation would provide to the requester
  - iv. the availability of alternative accommodations that would effectively meet the requester's disability-related needs
- d. In the event LMHA considers an accommodation unreasonable, LMHA will discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related needs without a fundamental alteration to LMHA's operations and without imposing an undue financial and administrative burden
  - i. If the discussed alternative accommodation is agreed up through an interactive process and is reasonable, LMHA will grant the accommodation

### **3.0 SERVICES FOR LIMITED-ENGLISH PROFICIENCY APPLICANTS AND RESIDENTS<sup>1</sup>**

The LMHA shall do its best, within reason, to assist people with Limited English Proficiency (LEP). The Housing Authority has assessed the need of LEP persons using the four factors described in the January 22, 2007 *Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* Notice published in the Federal Register. This analysis considered the following factors:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The Frequency with which LEP individuals come in contact with the program;
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the LMHA and costs.

Using the results of this analysis, the LMHA has prepared a Language Access Plan (LAP) in accordance with the guidance provided in the Notice referenced above. The Housing Authority's LAP can be found in Appendix B.

In addition, the LMHA will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the Housing Authority shall utilize multilingual "I speak" cards to the maximum degree possible.

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<sup>1</sup> September 15, 2016. "Office of General Counsel Guidance on Fair Housing Act Protections for Persons with Limited English Proficiency"

## **4.0 FAMILY OUTREACH**

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

To reach people who cannot or do not read local newspapers, the LMHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority will also try to utilize public service announcements.

The LMHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

## 5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required **at least triennially** to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

## 6.0 REQUIRED POSTINGS

In each of its offices, the LMHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy (ACOP)<sup>7</sup>
- B. Notice of the status of the waiting list (opened or closed)<sup>8</sup>
- C. Tenant Selection Policies (in ACOP)<sup>9</sup>
- D. Fair Housing Poster<sup>10</sup>
- E. Any current LMHA Notices
- F. Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference, including:<sup>11</sup>
  - 1. Utility Allowance Schedule
  - 2. Current Schedule of Routine Maintenance Charges
  - 3. Income Limits for Admission

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<sup>7</sup> The ACOP is hundreds of pages and thus will be available upon request during posted office hours

<sup>8</sup> Public Housing Occupancy Guidebook 3.2 (2003)

<sup>9</sup> 24 CFR 960.202(c)(2)

<sup>10</sup> 24 CFR 110

<sup>11</sup> 24 CFR 966.5



## 7.0 TAKING APPLICATIONS

To make application to the LMHA's Public Housing Program, including PH/LIHTC properties, an individual must be at least eighteen years of age or an emancipated minor. The application process involves two phases:

1. **Pre-Application:** The family is required to provide limited basic information including information establishing any preferences to which they may be entitled via the Web Portal, once Rent Café is available, or paper application. The family is then placed on the appropriate waiting list(s).
2. **Full Application:** When the family nears the top of a waiting list, the LMHA will ensure that verification of all preferences, eligibility, and suitability selection factors is current in order to determine the family's final eligibility for admission.

### **Central Waiting List**

Families wishing to reside in any of the following developments should make application through the LMHA's central waiting list:

1. Family Developments: Parkway Place and Scattered Site (when available)
2. Developments Designed for the Elderly and Disabled: Avenue Plaza, Will E. Seay Plaza, Dosker Manor, Lourdes Hall, and St. Catherine Court (Head of household, co-head, or spouse must be disabled or 55 years of age or older; no member of the household may be under the age of 18).

Pre-applications for the central waiting list may be accessed on the Housing Authority's website ([www.lmha1.org](http://www.lmha1.org)) or obtained at the LMHA's Central Office during regular business hours (Monday – Friday, 8 AM – 5 PM):

LMHA Central Office  
420 South Eighth Street  
Louisville, KY 40203  
Phone: (502) 569-3400

Completed pre-applications for the central waiting list should be hand-delivered during regular business hours, mailed to the LMHA's Central Office, or submitted via LMHA's web portal pending activation of LMHA's conversion to its updated software system. Completed pre-applications will be dated and time-stamped upon their return to the LMHA. Due to the demand for housing in the LMHA jurisdiction, the Housing Authority may take pre-applications on an open enrollment basis, depending on the length of the waiting list.

### **Site-Based Waiting Lists**

Families wishing to reside in public housing at any of the following privately-managed developments must make application through the property's site-based waiting list.

Please be aware that admissions procedures may vary by development. For example, some developments may use a one-step application process instead of requiring applicants to complete

separate pre-application and full application phases. Complete application information for any site-based waiting list may be obtained by contacting the site's Management Office.

***Management Office Addresses for Developments with a Site-Based Waiting List:***

**Liberty Green**

(Excluding the Liberty Green Community Center)  
301 South Hancock Street  
Louisville, KY 40202  
Phone: (502) 582-8500

**Sheppard Square**

526 East Lampton Street  
Louisville, KY 40203  
Phone: (502) 561-0078  
Fax: (502) 561-0079

**The Villages of Park DuValle**

(Including the elderly-only Weathers Building, where the head of household, co-head, or spouse must be at least 62 years of age)  
1804 Russell Lee Drive  
Louisville, KY 40211  
Phone: (502) 778-7277  
Website: [www.thevillageatparkduvalle.com](http://www.thevillageatparkduvalle.com)

**The Oaks**

3621 Chauncey Avenue  
Louisville, KY 40211  
Phone: (502) 778-8333

**Wilart Arms Apartments**

1797 Wilart Drive  
Louisville, KY 40210  
Phone: (502) 772-2249  
Website: <http://wearehpi.org/your-new-home/multi-family-apartments/>

**Family Scholar House**

(Residency limited to parents (who are Independent Students) with a high-school diploma or GED who agree to maintain full-time enrollment at a local college or university or in an apprenticeship program. Household may include no more than one adult. For full eligibility requirements, contact Family Scholar House.)  
403 Reg Smith Circle  
Louisville, KY 40208  
Phone: (502) 584-8090  
Website: [www.familyscholarhouse.org](http://www.familyscholarhouse.org)

### **Application Procedures**

Potential applicants who live out of town or who need a reasonable accommodation may request that the central waiting list pre-application be mailed to them by calling the Central Office. Likewise, potential applicants for properties with site-based waiting lists may request that application documents be mailed to them by contacting the appropriate on-site Management Office. Phone numbers for these offices are listed above.

Potential applicants who have a hearing or speech impediment can receive assistance contacting the LMHA by dialing 7-1-1 to reach the Kentucky Telephone Relay Service.

For any potential applicant who is visually impaired, all notice can be made available in appropriate alternate formats.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. Notification should be made in writing or via Web Portal to either the Central Office or site-based Management Office as appropriate. The LMHA or Management Office will annotate the applicant's file and will update their place on the waiting list(s) if appropriate. Reasonable accommodations may be made upon request.

When the family nears the top of the central waiting list, the LMHA will contact the family to complete the second phase of the application process, referred to as the full application. During the full application, staff will ensure that verification of all preferences, eligibility, and suitability selection factors are current (less than 120 calendar days old<sup>12</sup>) in order to determine the family's final eligibility for admission into the Public Housing Program.

Applicants will be provided the opportunity to complete the information on form HUD-92006, *Supplement to Application for Federally Assisted Housing*. The form gives applicants the option to identify an individual or organization that the Housing Authority may contact and the reason(s) the individual or organization may be contacted. Applicants must sign and date the form whether or not they choose to provide additional contact information. Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information."

If the applicant chooses to have more than one contact person or organization, the applicant must make clear to the LMHA the reason each person or organization may be contacted. The Housing Authority will allow the applicant to complete a form HUD-92006 for each contact and indicate the reason the LMHA may contact each individual or organization. For example, an applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

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<sup>12</sup> MTW Activity #2007-1, "Streamlined Recertification Process"

## 8.0 ELIGIBILITY FOR ADMISSION

### 8.1 ELIGIBILITY CRITERIA

A. Family Status<sup>1</sup> - All families must have a Head of Household or Co-Heads of Household.

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

1. A **family with or without children**. Such a family is defined as a group of people related by blood, adoption, or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable relationship.

- a. Children temporarily absent from the home due to placement in foster care are considered family members for the purpose of determining bedroom size only;
- b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit except in the case of PH/LIHTC properties where such children are considered family members when determining the household size for maximum income purposes only.

2. An **elderly family**<sup>2</sup>, which is:

- a. A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age;
- b. Two or more persons who are at least 62 years of age living together; or
- c. One or more persons who are at least 62 years of age living with one or more live-in aides.

Using the regulatory flexibility provided through its MTW Agreement and approved through its MTW Annual Plan, in certain cases the LMHA has lowered the threshold age used to define an elderly family from at least age 62 to at least age 55. The notations 55+ and 62+ will be used throughout this ACOP to denote the age threshold applicable in each case.

3. A **near-elderly family**<sup>3</sup>, which is:

- a. A family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
- b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or

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<sup>1</sup> 24 CFR 5.403 "Family"

<sup>2</sup> 24 CFR 5.403 "Elderly family"

<sup>3</sup> 24 CFR 5.403 "Near elderly family"

- c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
- 4. A **disabled family**<sup>4</sup>, which is:
  - a. A family whose head, co-head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
- 5. A **displaced family**<sup>5</sup>, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- 6. A **remaining member of a tenant family**<sup>6</sup>. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement guardian or vacate the property.
- 7. A **single person**<sup>7</sup> who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility

- 1. To be eligible for admission to developments or scattered-site units, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80% of the median income for the area (AMI).
  - a. If the property has Low Income Housing Tax Credits (LIHTC), a lower income cap will apply.
  - b. To be eligible for a unit purchased or rehabilitated through the Neighborhood Stabilization Program, family income cannot exceed 50% of AMI.
  - c. Additionally, the following properties have income caps that are lower than 80% of AMI:
    - i. Temple Spears, family income cannot exceed 60% of AMI.
    - ii. St. Martin, family income cannot exceed 60% of AMI.

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<sup>4</sup> 24 CFR 5.403 "Disabled family"

<sup>5</sup> 24 CFR 5.403 "Displaced family"

<sup>6</sup> 24 CFR 5.403 "Family"

<sup>7</sup> 24 CFR 5.403 "Family"

**iii. Berrytown, family income cannot exceed 50% of AMI.**

2. A family may not be admitted to the Public Housing Program from another assisted housing program (e.g., tenant-based Section 8) or from a Public Housing Program operated by another housing authority without meeting the income requirements of the LMHA.
3. If the LMHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
3. The LMHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

**C. Citizenship/Eligibility Status<sup>8</sup>**

1. To be eligible for public housing each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.5 for calculating rents under the non-citizen rule).
  - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

**D. Social Security Number Documentation<sup>9</sup>**

Prior to admission, every family member regardless of age must provide the LMHA with a complete and accurate Social Security Number (SSN) unless:

1. They do not contend eligible immigration status; or
2. The family member is a minor under the age of six who was added to the applicant's household within the six-month period prior to the household's admission to the Public

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<sup>8</sup> 24 CFR 5.506

<sup>9</sup> 24 CFR 5.216

Housing Program, in which case the family will be given 90 calendar days from the date of admission into the Public Housing Program to provide documentation of a complete and accurate SSN. LMHA will grant one additional 90-day grace period if the Housing Authority determines that the applicant family's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the family. During the period that LMHA is awaiting documentation of a SSN, LMHA will include the child as part of the assisted household and the child will be entitled to all the benefits of a household member. If the family fails to provide the required documentation within the required time period, LMHA will terminate the household's tenancy.<sup>10</sup>

3. If a person is already a program participant and has not disclosed their SSN, it must be disclosed at the next re-examination or re-certification.
4. Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their SSN. This exemption continues even if the individual moves to a new assisted unit.
5. The best verification of the SSN is the original Social Security card. If the card is not available, the LMHA will accept an original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual or such other evidence of the SSN as HUD may prescribe in administrative instructions.
6. If a member of an applicant family indicates they have an SSN but cannot readily verify it, the family cannot be assisted until verification is provided. If the SSN of each household member cannot be provided to the LMHA within thirty calendar days of it being requested, the family shall be removed from the waiting list(s).
7. During these thirty calendar days, if all household members have not disclosed their SSN at the time a unit becomes available, the Housing Authority must offer the available unit to the next eligible applicant family on the waiting list.
8. If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The LMHA may grant one ninety calendar day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a SSN by the deadline.

E. Signing Consent Forms<sup>11</sup>

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

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<sup>10</sup> 24 CFR 5.216(e)(2)(ii)

<sup>11</sup> 24 CFR 5.230

2. The consent form must contain, at a minimum, the following:
- a. A provision authorizing HUD or the LMHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the LMHA to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the Internal Revenue Service (IRS) and the Social Security Administration (SSA) for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement allowing the LMHA permission to access the applicant's criminal record with any and all police and/or law enforcement agencies<sup>12</sup>, and
  - e. On or after January 1, 202~~5~~4<sup>13</sup>, the following must be included: A provision authorizing public housing authorities to obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act ([12 U.S.C. 3401](#))<sup>14</sup>, whenever the LMHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits; and
  - f. A statement that the authorization to release the information requested by the consent form expires 36 months after the date the consent form is signed<sup>15</sup>. On or after January 1, 202~~5~~4<sup>16</sup>, the following must be included: A statement that the authorization to release the information requested by the consent form will remain effective until the earliest of:

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<sup>12</sup> 24 CFR 5.903

<sup>13</sup> Change to 24 CFR 5.230 effective January 1, 202~~5~~5, [PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)"](#)<sup>4</sup>

<sup>14</sup> (1) "financial institution", except as provided in section 3414 of this title, means any office of a bank, savings bank, card issuer as defined in section 1602(n) 1 of title 15, industrial loan company, trust company, savings association, building and loan, or homestead association (including cooperative banks), credit union, or consumer finance institution, located in any State or territory of the United States, the District of Columbia, Puerto Rico, Guam, American Samoa, or the Virgin Islands; (2) "financial record" means an original of, a copy of, or information known to have been derived from, any record held by a financial institution pertaining to a customer's relationship with the financial institution;

<sup>15</sup> MTW Activity #2020-3, "Local Forms", effective through December 31, 2023.

<sup>16</sup> Change to 24 CFR 5.230 effective January 1, 202~~5~~5, [PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)"](#)<sup>4</sup>



- a. The rendering of a final adverse decision for an assistance applicant;
  - b. The cessation of a participant's eligibility for assistance from HUD and the LMHA; or
  - c. The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD.
- g. On or after January 1, 2025<sup>17</sup>, a participant must sign and submit consent forms at their next interim or regularly scheduled income reexamination. After all applicants or participants over the age of 18 in a family have signed and submitted a consent form once on or after January 1, 2025<sup>17</sup>, family members do not need to sign and submit subsequent consent forms at the next interim or regularly scheduled income examination except under the following circumstances:
- a. When any person 18 years or older becomes a member of the family, that family member must sign and submit a consent form;
  - b. When a member of the family turns 18 years of age, that family member must sign and submit a consent form; or
  - c. As required by HUD or LMHA in administrative instructions.

#### F. Special College Student Eligibility Rules

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

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

If the student is receiving an athletic scholarship that includes over \$5,000 a year for housing costs, the student shall not be eligible for public housing.

Full-time students in one-person households are generally excluded from PH/LIHTC properties.

Full-time students in households of two or more persons may be eligible for PH/LIHTC properties if they meet one of the following five exceptions to the full-time student prohibition:

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<sup>17</sup> Change to 24 CFR 5.230 effective January 1, 2025, [PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)"](#)<sup>4</sup>

1. At least one member of the household is currently enrolled in a job-training program that receives assistance under the Job Training Partnership Act or is funded by a state or local agency;
2. The head of household is a single parent with children and neither the parent nor the children are the dependent of another individual;
3. The members of the household are married and file a joint federal tax return;
4. At least one member of the household receives assistance under Title IV of the Social Security Act (e.g. payments under K-TAP); or
5. At least one member of the household was previously under the care of a state foster program.

G. Eligibility for Family Scholar House Public Housing Units

The LMHA maintains a unique partnership with the Family Scholar House to provide public housing to parents while they work to obtain a college degree. To be eligible for residency at either the Downtown Scholar House or the Stoddard Johnston House, the head of household must have a high school diploma or GED and be willing to enroll in a degree-granting program at an accredited post-secondary institution as a full-time student or full-time participation in an apprenticeship program. Eligibility is limited to households including no more than one adult family member.

Families interested in applying for or transferring to a Family Scholar House unit should contact the Family Scholar House directly for additional eligibility and screening requirements (See Section 7.0 for contact information.).

Family Scholar House public housing units provide temporary housing to families actively participating in the Scholar House's programming. Families must relinquish their unit when they graduate from or otherwise terminate their participation in the Scholar House's programming. Participants who successfully graduate from the program will receive a preference for admission to the LMHA's Section 8 (Housing Choice Voucher) Program as long as the participant was living in LMHA public housing (including PH/LIHTC housing) at the time of program completion.

H. Eligibility for Scattered Site Units

The LMHA's internal Scattered Site Unit Referral List includes a variety of single- and multi-family units across a number of developments, including (but not limited to) the Friary, H. Temple Spears, the Liberty Green Community Center, Neighborhood Stabilization Program (NSP) units, Newburg, St. Francis, Stephen Foster, and Village Manor.

1. To be eligible for the LMHA's internal Scattered Site Unit Referral List, a family must have been living in an LMHA public housing unit for at least one year and be lease compliant.

2. Any family that does not remain lease compliant may be required to transfer to a non-scattered site unit at the family's expense when a unit of the appropriate size becomes available. As described in Chapter 20, LMHA will terminate the lease for serious or repeated violations of material lease terms.
3. Families transferred back to a non-scattered site unit due to the action or inaction of the family must wait at least one year before re-applying for transfer to a scattered site unit and must meet the eligibility requirements at the time of re-application.

## **8.2 STANDARDS FOR PHA TENANT SELECTION CRITERIA**

- A. The tenant selection criteria to be established and information to be considered shall be reasonably related to individual attributes and behavior of an applicant and shall not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member.<sup>18</sup> This policy takes into account the importance of screening to public housing communities and program integrity, and the demand for assisted housing by families who adhere to lease responsibilities<sup>19</sup>.
- B. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the public housing lease. LMHA will not deny admission to individuals because of one or more prior arrests (without any conviction) as prior arrests cannot satisfy the burden of showing such use is necessary to achieve a substantial, legitimate, nondiscriminatory interest. An arrest is not a reliable basis upon which to assess the potential risk to resident safety or property posed by a particular individual<sup>20</sup>. LMHA will utilize a policy that accurately distinguishes between criminal conduct because of prior convictions that indicates a demonstrable risk to resident safety and/or property and criminal conduct that does not. While certain convictions and criminal actions require denial as per HUD regulation outlined in Section 8.3, LMHA will take into account the nature, severity, and recency of criminal conduct of an individual's conviction record<sup>21</sup>. Individualized assessment of relevant mitigating information beyond that contained in an individual's criminal record is likely to have a less discriminatory effect. Relevant individualized evidence may include facts or circumstances surrounding the criminal conduct, the age of the individual at the time of the conduct, evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts.<sup>22</sup>
- C. In selection of families for admission to its public housing program, or to occupy a public housing development or unit, LMHA is responsible for screening family behavior and suitability for tenancy. LMHA adheres to HUD regulations and considers all relevant information, which may include, but is not limited to<sup>23</sup>:

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<sup>18</sup> 24 CFR §960.203(a)

<sup>19</sup> 24 CFR §960.203(b)

<sup>20</sup> April 4, 2016. "Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions," Section III.B.1.

<sup>21</sup> Ibid, Section III.B.2.

<sup>22</sup> Ibid, Section III.C.

<sup>23</sup> 24 CFR §960.203(c)

1. An applicant's past performance in meeting financial obligations, especially rent<sup>24</sup>;
  - a. LMHA, at its discretion, may deny Applicants who currently owe rent or other amounts to any housing authority in connection with the public housing or Housing Choice Voucher programs.<sup>25</sup>
  - b. Any Tenant admitted to HUD-assisted housing through LMHA who owes past debts to ~~LMHA a housing authority~~ must enter into a repayment agreement (as outlined in section 19 of this document) or they will have their assistance terminated.<sup>26</sup>
  - c. LMHA cannot forgive any past debts owed by a Tenant to LMHA or any other housing authority.<sup>27</sup>
  - d. LMHA will verify debts owed through EIV<sup>28</sup>.
2. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants and<sup>29</sup>;
3. A history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants<sup>30</sup>. With respect to criminal activity described in Section 8.3 of this plan:
  - a. LMHA 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 been culpable for actions described in Section 8.3 that warrants denial<sup>31</sup>.
  - b. LMHA reserves the authority to conduct a background check on all adult household members who are 18 years of age and older, including live-in aides at no cost to the applicant<sup>32</sup>. This check will be made through State or local law enforcement or court records for the last three years<sup>33</sup>. This background check will proceed after each adult household member has signed a consent form designed by LMHA. LMHA will take under consideration a household member's history of convictions for a period of three years from the date of the conviction.<sup>34</sup>
  - c. The information received as a result of the background check shall be used solely for screening, lease enforcement, and eviction purposes. The information derived from the background check shall be shared only with employees of LMHA who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished

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<sup>24</sup> 24 CFR §960.203(c)(1)

<sup>25</sup> 24 CFR 982.552(c)(1)(v)

<sup>26</sup> HUD Notice PIH 2018-18 "Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System".

<sup>27</sup> Id.

<sup>28</sup> As per 24 CFR §5.233, LMHA will verify debts owed through EIV.

<sup>29</sup> 24 CFR §960.203(c)(2)

<sup>30</sup> 24 CFR §960.203(c)(3)

<sup>31</sup> 24 CFR §960.203(c)(3)(i)

<sup>32</sup> 24 CFR §5.903(a)

<sup>33</sup> 24 CFR §5.903(a)-(c) and 24 CFR §960.204

<sup>34</sup> 24 CFR §960.203(c)(3) and PIH 2015-19. Guidelines for Public Housing Agencies (PHAs) and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions.

- and the period for filing a challenge to the Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred<sup>35</sup>;
- d. In most cases, LMHA will consider self-certification of criminal conduct as verification of initial screening. As per 18 U.S. Code §1001, intentional misrepresentation of information will result in committing fraud against LMHA and will result in denial of admission.
  4. The LMHA tenant selection criteria are subject to VAWA protection.<sup>36</sup> In cases of requests for emergency transfers under VAWA, with the written consent of the victim of domestic violence, dating violence, sexual assault, or stalking, LMHA may accept and use the prior covered housing provider's determination of eligibility and tenant screening and all related verification information, including form HUD 50058 (Family Report).
    - a. LMHA requires verification in all cases where an applicant claims VAWA protection. See Section 23.2 of this ACOP for detail.
- D. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense)<sup>37</sup>.
1. In a manner consistent with LMHA's policies, procedures and practices, consideration may be given to factors which might indicate a reasonable probability of favorable future conduct<sup>38</sup>. For example:
    - a. Evidence of rehabilitation<sup>39</sup>; and
    - b. 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<sup>40</sup>;
  2. Consideration of rehabilitation<sup>41</sup>.
    - a. In determining whether to deny admission for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, LMHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully<sup>42</sup>. For this purpose, LMHA may require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.<sup>43</sup>

### **8.3 DENIAL OF ADMISSION FOR CRIMINAL ACTIVITY OR DRUG ABUSE BY HOUSEHOLD MEMBERS**

1. Criminal Activity and admission to LMHA public housing

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<sup>35</sup> 24 CFR §5.903(e)

<sup>36</sup> 24 CFR part 5, subpart L

<sup>37</sup> 24 CFR §960.203(d)

<sup>38</sup> 24 CFR §960.203(d)(1)

<sup>39</sup> 24 CFR §960.203(d)(1)(i)

<sup>40</sup> 24 CFR §960.203(d)(1)(ii)

<sup>41</sup> 24 CFR §960.203(d)(2)

<sup>42</sup> 42 U.S.C. 13661

<sup>43</sup> 24 CFR §960.203(d)(2)(i)

- a. The following groups cannot be admitted to LMHA public housing:
  - i. Lifetime Sex Offenders<sup>44</sup>
    - 1. LMHA must check for sex offender registration in its own state and in any other state where the family has resided. LMHA uses [www.nsopw.org](http://www.nsopw.org) to conduct this required check for all family members.<sup>45</sup> (nsopw.org is the Dru Sjodin sex offender search)
  - ii. Any Household Member has been convicted of manufacturing methamphetamines on the premises of federally assisted housing<sup>46</sup>
  - iii. Any Household Member (who) is currently engaging in illegal use of a drug<sup>47</sup>
    - 1. A Household Member is “currently engaged in” the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.
    - 2. Additionally, a household member shall be excluded if LMHA determines that it has reasonable cause to believe that a Household Member's illegal use or pattern of illegal use of a drug or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - iv. Persons evicted for drug-related criminal activity.<sup>48</sup>
    - 1. LMHA prohibits admission of an Applicant to the Housing Authority's public housing program for three years from the date of the eviction if any Household Member has been evicted from federally assisted housing for drug-related criminal activity
    - 2. However, LMHA may admit the household if LMHA determines:
      - a. The evicted Household Member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by LMHA; or
      - b. The circumstances leading to the eviction no longer exist (for example, the criminal Household Member has died or is imprisoned).
- b. LMHA may refuse to admit a Family or an individual Family Member who<sup>49</sup>:
  - i. has a history of criminal activity involving crimes of physical violence to persons or property or
  - ii. has a history of other criminal acts which would adversely affect the health, safety or welfare of other Tenants.

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<sup>44</sup> 24 CFR 960.204(a)(4)

<sup>45</sup> Public Housing Guidebook 7.1.4

<sup>46</sup> 24 CFR 960.204(a)(3)

<sup>47</sup> 24 CFR 960.204(a)(2)

<sup>48</sup> 24 CFR 960.204(a)(1)

<sup>49</sup> 24 CFR 960.203(c)(3)

- iii. In deciding whether to admit a Family or Family Member based on criminal activity, LMHA will consider a multitude of factors, including the time, nature, and extent of the Applicant's conduct (including the seriousness of the offense).<sup>50</sup>
- c. LMHA will consider all circumstances in admission decisions based on criminal activity
  - i. LMHA will consider rehabilitation or likelihood of rehabilitation.<sup>51</sup>
  - ii. LMHA will consider 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.<sup>52</sup>
  - iii. LMHA will make admission decisions with an understanding of the reentry needs of formerly incarcerated individuals and others with criminal histories.<sup>53</sup>
  - iv. LMHA will remain cognizant of any possible discriminatory effect that may result from these policies and will not implement any policy that may have any discriminatory effect whatsoever.<sup>54</sup>
  - v. LMHA will be as inclusive as possible of individuals with criminal involvement.<sup>55</sup>
- d. LMHA uses self-certification and/or background checks for verification of all criminal activities
  - i. LMHA will not order a criminal background check for any Applicant unless the Applicant self-certifies to potentially being in one of the prohibited groups listed in section 1. a.
    - 1. With the exception that all adult Family Member applicants are run through the Dru Sjodin Sex Offender Search upon application.
  - ii. LMHA will pay for all criminal background checks performed as a screening mechanism for public housing admission.<sup>56</sup>
- e. If LMHA orders a criminal background check on an Applicant, the following record-keeping policy will apply:<sup>57</sup>
  - i. The information obtained will be kept confidential.
  - ii. Only LMHA employees with a job-related need will have access to any criminal background checks.

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<sup>50</sup> 24 CFR 960.203(d)

<sup>51</sup> 24 CFR 960.203(d)(1)(i)

<sup>52</sup> 24 CFR 960.203(d)(1)(ii)

<sup>53</sup> Public Housing Guidebook 7.1

<sup>54</sup> "Implementation of the Office of General Counsel's Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions" HUD Memorandum June 10, 2022.

<sup>55</sup> Id.

<sup>56</sup> 24 CFR §960.204(d)

<sup>57</sup> Public Housing Guidebook 7.1.3

- iii. LMHA will destroy all criminal background checks and sex offender registry checks as soon as the purpose of the check has been served.
- f. Before LMHA denies admission to the public housing program on the basis of a criminal record, LMHA must notify the household of the proposed action to be taken based on the information and must provide the subject of the record and the Applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.<sup>58</sup>

#### **8.4 INFORMAL REVIEW**

- A. Applicant denials will be reviewed by the Executive Director. Should LMHA deny admission to the Public Housing Program on the basis of a criminal record, LMHA must provide the applicant with notification and an opportunity to dispute the accuracy and relevance of a criminal record before admission is denied on the basis of such record<sup>59</sup>. Applicants are also afforded the right to request an informal hearing or review after an application for housing assistance is denied<sup>60</sup>. The applicant will have thirty calendar days to dispute the accuracy and relevance of the record in writing. If the Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.
- B. If the LMHA determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within thirty calendar days of the denial. The LMHA will describe how to obtain the informal review.
- C. The informal review may be conducted by any person designated by the LMHA, other than a person who made or approved the decision under review or a subordinate of this person. The hearing may be conducted via mail, electronic mail, telephone, and/or video call, as appropriate<sup>61</sup>. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The LMHA must notify the applicant of the final decision within fourteen calendar days after the informal review, including a brief statement of the reasons for the final decision.
- D. The applicant may request that the LMHA provide for an Informal Hearing after the family has notification of an Immigration and Naturalization Service (INS) decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The applicant must make this request within thirty calendar days of receipt of the Notice of Denial or Termination of Assistance, or within thirty calendar days of receipt of the INS appeal decision

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<sup>58</sup> 24 CFR §960.204(c)

<sup>59</sup> 24 CFR §5.903(f), §5.905(d), §960.204(c), §960.208(a)

<sup>60</sup> HUD Notice PIH 2015-19, "Guidance for Public Housing Agencies (PHAs) and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions"

<sup>61</sup> PIH HUD notice 2020-32, "Guidance for PHAs on the Allowability of Remote Hearings and Remote Briefings"



## 8.5 RESTRICTIONS TO FAMILIES BASED ON FAMILY ASSETS<sup>62</sup>

1. Effective January 1, 2025<sup>63</sup>, the following are grounds for denial:
  - a. The family's net assets (as defined in § 5.603) exceed \$100,000, which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or
  - b. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
    - i. Any property for which the family is receiving assistance under [24 CFR 982.620](#) (assistance for resident of manufactured home); or under the Homeownership Option in [24 CFR part 982](#);
    - ii. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
    - iii. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
    - iv. Any family that is offering such property for sale.
  - c. A property will be considered “suitable for occupancy” unless the family demonstrates that it:
    - i. Does not meet the disability-related needs for all members of the family ( *e.g.*, physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
    - ii. Is not sufficient for the size of the family;
    - iii. Is geographically located so as to be a hardship for the family ( *e.g.*, the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by LMHA);
    - iv. Is not safe to reside in because of the physical condition of the property ( *e.g.*, property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
    - v. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.
  - d. Acceptable documentation; confidentiality.
    - i. LMHA may determine the net assets of a family based on a certification by the family that the net family assets (as defined in § 5.603) do not exceed \$50,000, which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family

<sup>62</sup> These same restrictions apply to 20.5, “Termination based on assets”

<sup>63</sup> 24 CFR 5.618, effective January 1, 2025, [PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)”](#)<sup>4</sup>

- expects to receive from such assets; this amount must be included in the family's income.
- ii. LMHA may determine compliance with paragraph (1)(b) of this section based on a certification by a family that certifies that such family does not have any present ownership interest in any real property at the time of the income determination or review.
  - iii. When a family asks for or about an exception to the real property restriction because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, LMHA must comply with the confidentiality requirements under § 5.2007. LMHA must accept a self-certification from the family member, and the restrictions on requesting documentation under § 5.2007 apply.
- e. Delay of eviction or termination of assistance.
- i. LMHA may delay for a period of not more than 6 months the initiation of eviction or termination proceedings of a family based on noncompliance under this provision unless it conflicts with other provisions of law.

## **9.0 MANAGING THE WAITING LISTS**

LMHA will operate its Waiting Lists in accordance with all Fair Housing rules<sup>64</sup>.

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

Opening of the central or any site-based waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and by any available minority media. The public notice will state any limitations on who may apply.

The notice will state that applicants already on waiting lists for other housing programs or on any other central or site-based public housing waiting list must apply separately for this newly-opened waiting list and such applicants will not lose their place on other waiting lists when they apply for public housing covered by the newly-opened waiting list. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

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

### **9.2 ORGANIZATION OF WAITING LISTS**

All public housing waiting lists will be maintained in accordance with the following guidelines:

- A. The pre-application and full application will form a permanent file;
- B. All pre-applications will be maintained by bedroom size and in order of date and time of pre-application with those who have a preference listed before those who do not have a preference; and
- C. Any significant contact between the LMHA and the applicant will be documented in the applicant file.

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

When a family nears the top of a waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference(s) will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The LMHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference(s) has been verified, the family will complete a full application, present SSN and citizenship/eligible immigrant information, be given the option to complete Form HUD-92006 *Supplemental and Optional Contact Information for HUD Assisted Housing Applicants* and sign the Consent for Release of Information forms.

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<sup>64</sup> Public Housing Occupancy Guidebook, "Waiting List and Tenant Selection", page 3.

Once a family has been housed, it will be removed from the applicable waiting list. Thereafter, any family wishing to move from their initial unit to another public housing unit must do so under the LMHA's transfer policy. Families will not be permitted to apply for transfer until they have resided in the initial unit for at least twelve months.

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

The LMHA will monitor the length of the central waiting list and conduct a purge of waiting list applicants whenever the length of the list exceeds the number of households that can reasonably be expected to be housed within three years. Conducting a waiting list purge at this point ensures that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information, i.e., applicant's address, family composition, income category, and preferences.

#### ***9.5 REMOVAL OF APPLICANTS FROM WAITING LISTS***

The LMHA will not remove an applicant's name from any waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request made during an LMHA waiting list purge for information or to declare their continued interest in the program (this includes returned, undeliverable mail);
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant is housed.

Applicants will be offered the right to an informal review before their removal from the waiting list is finalized.

#### ***9.6 MISSED APPOINTMENTS***

Families missing three scheduled appointments with the LMHA will be sent a notice of termination of the process for eligibility and removed from the waiting list.

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

Any applicant whose name is being removed from a waiting list will be notified by the LMHA, in writing, that they have thirty calendar days from the date of the written correspondence to present mitigating circumstances or request in writing an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified.

The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the LMHA will verify that there is in fact a disability and that the disability caused the failure to respond and will provide a

reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## 10.0 TENANT SELECTION AND ASSIGNMENT PLAN

### 10.1 PREFERENCES

The LMHA will select families based on the following preferences within each bedroom size (0-bedroom, 1-bedroom, 2-bedroom, etc.). These preferences are based on local housing needs and priorities:

- A. ***Former Clarksdale residents who were relocated by the LMHA as a result of the Housing Authority's HOPE VI Revitalization of the site receive a one-time preference for all rental units built through the Liberty Green Revitalization effort.***

These families should apply through the Liberty Green site-based waiting list for units at Liberty Green, and through the agency's central waiting list for all other units built through the Revitalization effort;

- B. ***Former Sheppard Square residents who were relocated by the LMHA as a result of the Housing Authority's HOPE VI Revitalization of the site receive a one-time preference for all rental units built through the Sheppard Square Revitalization effort.***

These families should apply through the Sheppard Square site-based waiting list for units at Sheppard Square, and through the agency's central waiting list for all other units built through the Revitalization effort;

- C. ***Families referred by the Family Health Center Common Assessment Team that are experiencing homelessness.***

Families must be referred to the LMHA by the Family Health Centers Common Assessment Team. Families that believe they may qualify for this admissions preference should contact:

Family Health Centers Common Assessment Team  
1300 S. 4<sup>th</sup> St., Suite 200  
Louisville, KY 40208  
Phone: (502) 637-2080

- F. ***Participants successfully graduating from the YouthBuild Louisville program.***

This preference only applies to participants living in subleased LMHA public housing at the time of program completion. Such individuals receive a preference for the Public Housing Program;

Within the same preference category, applicants that qualify for multiple preferences will not be housed before applicants that qualify for fewer preferences.

Within the same preference category, the date and time of pre-application will be used to determine the sequence in which applicants are housed.

**Buildings Designed for the Elderly (55+) and Disabled (Mixed Population Developments):**

Avenue Plaza, William E. Seay Plaza, Dosker Manor, Lourdes Hall, The Weathers Building (Park DuValle), and St. Catherine Court have been designed to meet the needs of the elderly (55+) and disabled. Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. All such families will be selected from the waiting list using the preferences as outlined above. No person under the age of 18 is eligible to reside in these developments. Residents in mixed designated housing may not add persons who are not elderly and/or not disabled to an existing lease (except a spouse or a live-in aid).

**Accessible Units:** Accessible units will first be offered to families who may benefit from the accessible features and who reside in the development that has the vacancy. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments that may benefit from the accessible unit. If there are no families residing in the other developments needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be required to sign a release form stating they will accept a transfer (at the Housing Authority's expense) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

***10.1.1 HOUSING FOR FEDERALLY DECLARED DISASTER VICTIMS***

In the case of a federally declared disaster, the LMHA reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing.

***10.2 BEDROOM SIZE STANDARDS***

At the time of pre-application, families applying through the central waiting list will designate, within the parameters listed below, their bedroom size choice (For families applying through a site-based waiting list, this choice may be made at an alternate point of the application process.). The applicant family will be placed on the waiting list for their selected bedroom size until placed in housing.

Once housed, applicant families must wait at least one year before transferring to another public housing unit whose admission is governed by the admitting waiting list unless the family experiences a family size change that results in overcrowding or an emergency or immediate administrative transfer is needed. Families wishing to move to a public housing unit whose

admission is governed by any other waiting list may make application to do so at any time by following the standard application procedures for the appropriate waiting list (See Section 16.2 for the LMHA's Transfer Policy).

The following guidelines will determine each family's unit size without overcrowding or overhousing:

*Minimum and Maximum Bedroom Sizes  
by Number of Persons in Family*

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

These standards are based on the assumption that each bedroom and/or sleeping area will accommodate no more than two persons.

For the purpose of determining bedroom size, the following are included in the family's size and composition:

1. children to be born to a pregnant person;
2. children who are in the process of being adopted;
3. children whose custody is being obtained;
4. children currently under a 50% or more joint custody decree or children for whom a Household Member is listed as the primary residential parent on a joint custody decree;
5. If there is a dispute over which of multiple joint custodians may count the child towards occupancy standards:
6. The Family under whom the child's SSN is already listed in HUD's PIC system will continue to count the child in bedroom size calculation.
7. If no joint custodian has already listed the child as a Family member in PIC, the child will be listed on the lease and count for occupancy standards for the Family whose address is listed with the local school system as the residence for the child.
8. If a determination cannot be made on these factors, LMHA will use its discretion in determining which joint custodian may count the child towards occupancy standards
9. children who are temporarily away at school; and



10. children who are temporarily in foster care

Families must stay within the following parameters when selecting bedroom size;

- A. No more than one person may live in a zero-bedroom unit;
- B. Each two adults are eligible for no more than one bedroom unless they share one of the following relationships: parent/child, grandparent/grandchild, or siblings with differing gender identities;
- C. Two children with differing gender identities who are both under the age of 4 are eligible for no more than one bedroom;
- D. Two children with the same gender identity regardless of age are eligible for no more than one bedroom;
- E. Foster adults and/or foster children are eligible for a bedroom separate from the family. If there is more than one foster adult and/or child in the household, unrelated individuals of differing gender identity are eligible for separate bedrooms;
- F. Each live-in aide is eligible for one separate bedroom. The LMHA does not provide additional bedrooms for members of the live-in aide's family, including but not limited to the aide's children;
- G. Once an applicant family has selected their preferred bedroom size, they will not be permitted to alter their selection unless the family composition or size changes.

Additional guidelines applicable to families when determining bedroom size:

- A. Families will not be permitted to select a bedroom size smaller than the minimum indicated in the *Minimum and Maximum Bedroom Sizes by Number of Persons in Family* table above for their family size;
- B. Families are permitted to request a bedroom size larger than would typically be permitted under the guidelines above as a reasonable accommodation. The LMHA will allow the larger size unit if the family provides a verified medical or disability-related need for the larger unit.
- C. If there are no families on the waiting list for a larger bedroom size, smaller families who would not normally be eligible for the larger bedroom size may request the larger unit size if they sign a release form stating they will transfer (at the family's own expense) to a smaller unit size (that fits within the guidelines established above) when an eligible family needing the larger unit applies. The family transferring will be given a thirty-calendar day notice before being required to move.
- D. Families may be permitted to request a larger bedroom size than they would typically be eligible for if the LMHA determines that such allowance would improve the marketing of a development suffering a high vacancy rate.
- E. In no event will a single person who is not an elderly person, a displaced person, or a person with disabilities be eligible for a unit that is larger than one-bedroom.

- F. In limited cases of redevelopment and/or revitalization, an appropriately sized unit may not be immediately available to the PH family. LMHA may then offer the family a PH or scattered site unit that is one bedroom larger than the authorized unit size under LMHA's occupancy standards.

### ***10.3 SELECTION FROM THE WAITING LISTS***

The LMHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met we shall regularly monitor the incomes of newly admitted families and the incomes of the families on the waiting lists. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting lists to reach extremely low-income families.

If admissions of extremely low-income families to the LMHA's voucher program during a fiscal year exceed the 75% minimum targeting requirement for the Housing Authority's voucher program, such excess shall be credited (subject to the limitations in the following paragraph) against the LMHA's basic targeting requirement for the same fiscal year.

The fiscal year credit for voucher program admissions that exceeds the minimum voucher program targeting requirement shall not exceed the lower of:

- A. Ten percent of public housing waiting list admissions during the LMHA fiscal year;
- B. Ten percent of waiting list admissions to the LMHA's Section 8 tenant-based assistance program during the PHA fiscal year; or
- C. The number of qualifying low-income families who commence occupancy during the fiscal year of LMHA public housing units located in census tracts with a poverty rate of 30% or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

If there are not enough extremely low-income families on the waiting lists, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

### ***10.4 DECONCENTRATION POLICY***

It is the LMHA's policy to provide for deconcentration of poverty and encourage income mixing. Toward this end, if necessary, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The LMHA will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our covered developments and the income levels of the families on the waiting lists.

Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

### ***10.5 DECONCENTRATION INCENTIVES***

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

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

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

When the applicant nears the top of a waiting list, the LMHA will contact them by first class mail to begin the full application process. Up to three notices will be sent to the family in an attempt to schedule an appointment. Any family missing three scheduled appointments will be sent a notice of termination of the process for eligibility and removed from the waiting list.

Once a family has completed the full application process and been determined eligible for admission, they will be placed on a smaller waiting list consisting only of families whose eligibility has also been verified. Consistent with the larger waiting list of all pre-applicants, this smaller waiting list of eligible families will be maintained by bedroom size and in order of date and time of pre-application with those who have a preference listed before those who do not have a preference.

When a unit becomes available, the LMHA will contact – via first class mail - the family with the highest priority for this type of unit. The family will be given ten business days from the date the letter was mailed to contact the Housing Authority regarding the offer. If the family fails to respond to the unit offer by the stated deadline, the LMHA will update their placement on the eligible families waiting list to reflect the date and time of the stated deadline instead of the date and time of pre-application.

Once the family has contacted the LMHA regarding the offer, they will have five business days to view and either accept or reject the unit. Both the unit offer and the family's decision will be documented in the tenant file. If the family rejects the offer of the unit, the LMHA will send the family a letter documenting the offer and the rejection.

Should the family reject the unit offer, the LMHA will update their placement on the eligible families waiting list to reflect the date and time the unit was rejected.

Any family either rejecting two unit offers or failing to respond to two unit offers, will be removed from the waiting list. Additionally, the application will be withdrawn, and the family will not be considered for reapplication for one year.

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

If in making the offer to the family the LMHA skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the LMHA did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes, among other things, reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

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

The family will be required to sign a lease that will become effective no later than three calendar days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Applicants who provide prior notice of an inability to attend the scheduled lease signing will be rescheduled. Lease signing appointments will only be rescheduled once. Any family missing more than one scheduled appointment will be notified that the occupancy process has been terminated.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file. The LMHA and the applicant will sign the Lead Disclosure Form, and the applicant will receive a written notice asking them to report deteriorated paint and giving them the name, address, and phone number for reporting. The resident will also be provided a copy of their rights and responsibilities under the Violence Against Women Act (VAWA).

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

The family will pay a security deposit at the time of lease signing. The security deposit will be \$50 for elderly (62+) and disabled families and \$100 for all others. Families moving into the Dosker Manor development do not pay a security deposit.

In exceptional situations, the LMHA reserves the right to allow a new resident to pay their security deposit in up to three payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move between two public housing units operated by the same property manager, the security deposit for the first unit will be transferred to the second unit.

Families moving to a public housing unit operated by a different property manager will have their initial security deposit refunded to them and pay any new security deposit owed directly to the new property manager.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges according to the LMHA's posted maintenance charge schedule.

#### ***10.9 BEECHER TERRACE***

Original Beecher Terrace residents who moved or were relocated as a result of the Housing Authority's Choice Neighborhoods redevelopment efforts at the site receive a lifetime preference for all on- and off-site replacement rental units and select Project Based Voucher locations. The only requirement for an original Beecher Terrace resident to maintain their Lifetime Preference is to have been lease compliant and remain lease compliant during their relocation period.

Families who returned a pre-application by the May 13, 2020 lottery deadline were placed on a wait list for replacement units. Families who haven't turned in a pre-app will be placed on the wait list in the order their pre-application is received. Original Beecher Terrace families who would like to receive a pre-application can call (502) 569-6076

## **11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME**

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

### ***11.1 INCOME***

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

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

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

C. Annual income includes, but is not limited to, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$50,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets, which is equal to 0.00% (In accordance with HUD's safe harbor guidelines published in PIH Notice 2012-29, this rate was calculated by

adding or subtracting 0.75% to the Savings National Rate<sup>1</sup> as of January 15, 2021, which was 0.05%). Income that could have been derived from assets worth more than \$1,000 that were disposed of for less than fair market value within the past two years will be counted as income.

D. 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. LMHA will provide a \$7,500 earned income disregard to elderly families whose only other source of income is Social Security, SSI, and/or pension. (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.)<sup>2</sup>

E. 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.)

F. Welfare assistance

1. Welfare assistance payments

- a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
  - i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
  - ii. Are not otherwise excluded under paragraph Section 11.2 of this Policy.
- b. If the welfare assistance payment includes an amount specifically designated 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 consists of:
  - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - ii. The maximum amount 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.

2. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the LMHA by the welfare agency) plus the total amount of other annual income.

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<sup>1</sup> The Savings National Rate can be found at [www.fdic.gov/regulations/resources/rates/](http://www.fdic.gov/regulations/resources/rates/).

<sup>2</sup> MTW Activity 2020-1: Rent simplification.

- b. At the request of the LMHA, the welfare agency will inform the Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the LMHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Housing Authority will use this information to determine the amount of imputed welfare income for a family.
  - c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition during the term of the welfare benefits reduction (as specified in information provided to the LMHA by the welfare agency).
  - d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
  - e. The LMHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
  - f. If a resident is not satisfied that the LMHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Housing Authority denies the family's request to modify such amount, then the LMHA shall give the resident written notice of such denial, with a brief explanation of the basis for the Housing Authority's determination of the amount of imputed welfare income. The LMHA's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
3. Relations with welfare agencies
- a. The LMHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member and gives the Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  - b. The LMHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the housing authority. However, the Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare



program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

- c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The LMHA shall rely on the welfare agency notice to the Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.
- d. Periodic and determinable allowances, such as alimony received, child support payments received, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- e. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 ANNUAL INCOME***

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) or payments made under kinship/fictive care or similar guardianship care programs for children leaving the juvenile court system;
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the LMHA governing board. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts); under this exclusion<sup>3</sup>, PHAs exclude temporary income payments from the U.S. Census Bureau, defined as employment lasting no longer than 180 days per year and not culminating in permanent employment;
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. All but \$480 in earnings for each full-time student 18 years old or older (excluding the head of household and spouse);
9. All but \$480 in adoption assistance payments per adopted child;
10. Payments of up to \$6,000 annually for families participating in the YALift! guaranteed income pilot program.
11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
13. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

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<sup>3</sup> pursuant to Section 24 CFR 5.609(c)(9)

14. The entire amount of an individual's ABLE account including actual and imputed interest as well as distributions<sup>4</sup>; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
  - g. The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
  - h. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
  - i. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
  - j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
  - k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub L. 96-240, 25 U.S.C. 1728);
  - l. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

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<sup>4</sup> PIH Notice 2019-09. "Treatment of ABLE Accounts to HUD-Assisted Programs"

- m. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the U.S. Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- o. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- p. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802–05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811–16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).
- q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
- r. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
- s. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- t. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. 1437a(b)(4));
- v. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101*et seq.*) and administered by the Office of Native American Programs;
- w. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291);

- x. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4));
- y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
- z. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

The LMHA will not provide exclusions from income in addition to those already provided for by HUD, unless MTW approved.

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

The following deductions will be made from annual income:

- A. \$480 for each dependent<sup>5</sup>;
- B. \$400 for any elderly (62+) or disabled family<sup>6</sup>;
- C. An amount equal to the Medicare monthly premium multiplied by 12 and adjusted annually for inflation (See Appendix D) for any elderly (62+) or disabled family<sup>7</sup> **or** the sum of the following<sup>8</sup>:
  - 1. Unreimbursed medical expenses of any elderly (62+) family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further their education.<sup>9</sup> This deduction shall not exceed the amount of employment income that is included in annual income.<sup>10</sup>

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<sup>5</sup> 24 CFR 5.611(a)(1)

<sup>6</sup> 24 CFR 5.611(a)(2) (Pending final HOTMA approval, the deduction will go to \$525)

<sup>7</sup> MTW Activity #2020-1 “Rent Simplification”

<sup>8</sup> 24 CFR 5.611(a)(3)

<sup>9</sup> 24 CFR 5.611(a)(4)

<sup>10</sup> Public Housing Occupancy Guidebook 6.5 “Allowance for Childcare Expenses”

#### ***11.4 COOPERATING WITH WELFARE AGENCIES***

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

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

#### ***11.5 COOPERATING WITH LAW ENFORCEMENT AGENCIES***

The LMHA will comply, on a case-by-case basis, with information requests from Federal, State, or local law enforcement officers regarding possible fugitive felons and/or parole or probation violators. The Housing Authority will supply upon legitimate request: (1) the current address, (2) SSN, and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is: (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and their immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify the LMHA that the fugitive felon and/or parole or probation violator: (i) is fleeing to avoid prosecution, custody, or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct their official duties;
- B. The location or apprehension of the recipient is within the LMHA's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

## **11. DETERMINING ANNUAL INCOME<sup>1</sup> (BEGINNING JANUARY 1, 202~~5~~<sup>4</sup>)<sup>2</sup>**

### ***11.1 DEFINITION OF ANNUAL INCOME***

(a) Annual income includes, with respect to the family:

(1) All amounts, not specifically excluded, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

(2) When the value of net family assets exceeds \$50,000 (which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.<sup>3</sup>

### ***11.2 LMHA EXCLUDES THE FOLLOWING FROM ANNUAL INCOME***

(1) Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and instances when no actual income from the net family assets can be determined.<sup>4</sup>

(2) The following types of trust distributions<sup>5</sup>:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of Net Family Assets:

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<sup>1</sup> 24 CFR 5.609, effective January 1, 202~~5~~<sup>4</sup>, PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)”<sup>4</sup>

<sup>2</sup> PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)”

<sup>3</sup> . The LMHA has established this rate at 0.00% in accordance with HUD safe harbor guidelines published in PIH Notice 2012-29, “Establishing the Passbook Savings Rate.” This percentage must fall within the range equal to the National Savings Rate for Non-Jumbo Deposits plus or minus 0.75% (The National Savings Rate was 0.35% as of February 21, 2023). The current National Savings Rate can be found at [www.fdic.gov/regulations/resources/rates/](http://www.fdic.gov/regulations/resources/rates/). The LMHA reviews the rate it uses to calculate asset income annually to ensure that it remains within HUD safe harbor guidelines.

<sup>4</sup> 24 CFR 5.609(b)(2), effective January 1, 202~~5~~<sup>4</sup>, PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)”<sup>4</sup>

<sup>5</sup> 24 CFR 5.609(b)(3), effective January 1, 202~~5~~<sup>4</sup>, PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)”<sup>4</sup>

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust EXCEPT: any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a Live-in Aide, Foster Child, or Foster Adult

(9) Student Financial Assistance

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended ([20 U.S.C. 1087uu](#)), requires be excluded from a family's income; and

(ii) Student Financial Assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 ([20 U.S.C. 1002](#))) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student Financial Assistance, means a grant or scholarship received from:

( 1) The Federal government;

( 2) A State, Tribe, or local government;



( 3) A private foundation registered as a nonprofit under [26 U.S.C. 501\(c\)\(3\)](#);

( 4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

( 5) An institution of higher education.

(B) EXCEPTION: The following are not excluded from Annual Income

( 1) Any assistance that is not required to be excluded by section 479B of the Higher Education Act of 1965;

( 2) Financial support provided to the student in the form of a fee for services performed ( *e.g.*, a work study or teaching fellowship that is not excluded);

( 3) Gifts, including gifts from family or friends; or

( 4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded above, exceeds the actual covered costs of the student.

(a)The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described above.

(C) Student Financial Assistance, must be:

( 1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

( 2) Expressly to assist a student with the costs of higher education; or

( 3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student Financial Assistance may be paid directly to the student or to the educational institution on the student's behalf. Student Financial Assistance paid to the student must be verified by LMHA as Student Financial Assistance consistent with this paragraph.

(E) When the student is also receiving assistance that is not excluded from Annual Income, the amount of Student Financial Assistance is determined as follows:

( 1) If the amount of assistance in 9(i), is equal to or exceeds the cost for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, none of the assistance described is considered Student Financial Assistance excluded from income.

( 2) If the amount of assistance in 9(i), is less than the cost for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, the amount of assistance that is considered student financial assistance excluded under this paragraph is the lower of:

( i) the total amount of Student Financial Assistance received, or

( ii) the cost for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12) The following other assistance:

(i) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred ( *e.g.*, special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local

government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

(13) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

(14) Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under [38 U.S.C. 1521](#) to veterans in need of regular aid and attendance.

(18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party ( *e.g.*, proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth of this section apply.

NOTE: HUD will publish a notice in the **Federal Register** to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing “gap” payments made in accordance with [49 CFR part 24](#) that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family.

EXCEPTION: Income received as an Independent Contractor, Day Laborer, or Seasonal Worker is not excluded from income, even if the source, date, or amount of the income varies.

Nonrecurring income includes:

- (i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
- (ii) Direct Federal or State payments intended for economic stimulus or recovery.
- (iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
- (iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
- (v) Gifts for holidays, birthdays, or other significant life events or milestones ( *e.g.*, wedding gifts, baby showers, anniversaries).
- (vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- (vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business;

EXCEPTION, the following is not excluded from Annual Income:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be 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; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

(29) The first \$7,500 of earned income received by an Elderly Family whose only other sources of income (in addition to earnings from employment) is Social Security, SSI, or pension(s).;<sup>6</sup> and

(30) Payments of up to \$6,000 annually for families participating in the YALift! Guaranteed income pilot program<sup>7</sup>.

### **11.3 USE OF OTHER PROGRAMS' DETERMINATION OF INCOME**

(1) LMHA may, using outlined verification methods, determine the family's income prior to the application of any deductions based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:

(A) The Temporary Assistance for Needy Families block grant ([42 U.S.C. 601](#), *et seq.*).

(B) Medicaid ([42 U.S.C. 1396](#) *et seq.*).

(C) The Supplemental Nutrition Assistance Program ([42 U.S.C. 2011](#) *et seq.*).

(D) The Earned Income Tax Credit ([26 U.S.C. 32](#)).

(E) The Low-Income Housing Credit ([26 U.S.C. 42](#)).

(F) The Special Supplemental Nutrition Program for Woman, Infants, and Children ([42 U.S.C. 1786](#)).

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<sup>6</sup> MTW Activity #2020-1, "Rent Simplification"

<sup>7</sup> MTW Activity #2020-1 "Rent Simplification"

(G) Supplemental Security Income ([42 U.S.C. 1381](#) *et seq.*).

(H) Other programs administered by the Secretary.

(I) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.

(J) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the Secretary determines to have comparable reliability and announces through the **Federal Register** .

(i) If LMHA intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance, LMHA must obtain it using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, LMHA or must calculate annual income in accordance with [24 CFR part 5, subpart F](#). The verification must indicate the tenant's family size and composition and state the amount of the family's annual income. The verification must also meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.

(2) *De minimis errors*. LMHA will not be considered out of compliance with the requirements solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA or owner determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

(i) LMHA must still take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of the de minimis error in the income determination, but families will not be required to repay LMHA in instances where LMHA has miscalculated income resulting in a family being undercharged for rent or family share.

(ii) HUD may revise the amount of de minimis error through a rulemaking published in the **Federal Register** for public comment

#### ***11.4 DEDUCTIONS FROM ANNUAL INCOME***<sup>8</sup>

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<sup>8</sup> CFR 5.611, effective January 1, 2025, [PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)”](#)<sup>4</sup>.

*Adjusted income* means annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

LMHA will deduct the following from Annual Income:

(a) *Mandatory deductions.*

(1) \$480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25;

(2) \$525 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25;

(3) An amount equal to the Medicare monthly premium multiplied by 12 and adjusted annually for inflation (See Appendix 6) for any Elderly Family or Disabled Family,<sup>9</sup> or the sum of the following, whichever is greater:

The sum of the following, to the extent the sum exceeds ten percent of annual income:

(i) Unreimbursed health and medical care expenses of any elderly family or disabled family; and

(ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and

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

(b) *Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses.*

(1) *Phased-in relief.* This paragraph provides financial hardship relief for families affected by the statutory increase in the threshold to receive health and medical care expense and reasonable attendant care and auxiliary apparatus expense deductions from annual income.

(i) *Eligibility for relief.*

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<sup>9</sup> MTW Activity #2020-1, "Rent Simplification"

(A) To receive hardship relief under this paragraph (a)(3), the family must have received a deduction from annual income because their sum of expenses under paragraph (a)(3) of this section exceeded 3 percent of annual income as of January 1, 2024.

(ii) *Form of relief.*

(A) The family will receive a deduction totaling the sum of the expenses under paragraph (a)(3) of this section that exceed 5 percent of annual income.

(B) Twelve months after the relief in this paragraph (b)(1)(ii) is provided, the family must receive a deduction totaling the sum of expenses under paragraph (a)(3) of this section that exceed 7.5 percent of annual income.

(C) Twenty-four months after the relief in this paragraph (b)(1)(ii) is provided, the family must receive a deduction totaling the sum of expenses under paragraph (a)(3) of this section that exceed ten percent of annual income and the only remaining relief that may be available to the family will be paragraph (c)(1) of this section.

(D) A family may request hardship relief under paragraph (b)(2) of this section prior to the end of the twenty-four-month transition period. If a family making such a request is determined eligible for hardship relief under paragraph (b)(2) of this section, hardship relief under this paragraph ends and the family's hardship relief shall be administered in accordance with paragraph (b)(2) of this section. Once a family chooses to obtain relief under paragraph (b)(2) of this section, a family may no longer receive relief under this paragraph.

(2) *General.* This paragraph (b)(2) provides financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing a financial hardship.

(i) *Eligibility for relief.*

(A) To receive hardship relief under this paragraph (b)(2), a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased or the family's financial hardship is a result of a change in circumstances (as defined by the responsible entity) that would not otherwise trigger an interim reexamination.

(B) Relief under this paragraph (b)(2) is available regardless of whether the family previously received deductions under paragraph (a)(3) of this section, is currently receiving relief under paragraph (b)(1) of this section, or previously received relief under paragraph (b)(1) of this section.

(ii) *Form and duration of relief.*

(A) The family will receive a deduction for the sum of the eligible expenses in paragraph (a)(3) of this section that exceed 5 percent of annual income.



(B) The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, responsible entities may, at their discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues.

(c) *Exemption to continue child care expense deduction.*

A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the child care expense deduction under paragraph (a)(4) of this section. The responsible entity must recalculate the family's adjusted income and continue the child care deduction if the family demonstrates to the responsible entity's satisfaction that the family is unable to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering his or her education. The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days. Responsible entities, at their discretion, may extend such hardship exemptions for additional 90-day periods based on family circumstances.

(d) *Hardship policy requirements.*

(1) *LMHA determination of family's inability to pay the rent.* The LMHA must establish a policy on how it defines what constitutes a hardship under paragraphs (b) and (c) of this section, which includes determining the family's inability to pay the rent, for purposes of determining eligibility for a hardship exemption under paragraph (c) of this section.

(i) LMHA defines a hardship under paragraphs (b) and (c) as an inability to pay for basic needs.

(ii) LMHA will determine the family's inability to pay rent for purposes of determining eligibility for a hardship exemption under paragraph (c) by self-attestation.

(2) *Family notification.* The LMHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from the hardship exemption. The notice must also inform the family of when the hardship exemption will begin and expire ( *i.e.*, the time periods specified under paragraph (b)(1)(ii) of this section or within 90 days or at such time as the responsibility entity determines the exemption is no longer necessary in accordance with paragraphs (b)(2)(ii)(B) or (c) of this section).

## **12.0 VERIFICATION<sup>10</sup>**

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

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

Age, relationship, U.S. citizenship, and Social Security numbers (SSN) will generally be verified with documentation provided by the family. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

#### **1. Up-front Income Verifications (UIV)**

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation, and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and SSN) reported on the form HUD-50058 MTW. Use of the EIV system in its entirety is mandatory for all regularly scheduled and interim re-examinations. The LMHA will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Validation Tool<sup>11</sup>, (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058 MTW.
- b. State Wage Information Collection Agencies (SWICAs)**

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<sup>10</sup> PIH 2020-13 REV-1, “COVID-19 Statutory and Regulatory Waivers for the Public Housing, Housing Choice Voucher...” temporarily alters the administration and policies of this section. See Page 1 of this plan.

<sup>11</sup> PIH 2018-18. “Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System”.

- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

The LMHA will use additional UIV resources as they become available. This will be done before, during, and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until the LMHA has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the LMHA derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. The LMHA is required to maintain at a minimum, the last three years of the form HUD-50058 MTW and supporting documentation for all regularly scheduled and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

## **2. Third-Party Written Verifications**

An original or authentic document generated by a third-party source dated either within the 120-days or period preceding the reexamination or the LMHA request date. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. The Housing Authority may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of

hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents will be used for income and rent determinations.

The LMHA will obtain four current and consecutive pay stubs for determining annual income from wages. For new income sources or when four pay stubs are not available, the Housing Authority will project income based on the information from a traditional written third-party verification form or the best available information.

**Note:** Documents older than 120 calendar days (from the LMHA interview / determination or request date) are acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement UIV. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

**Note:** Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

### **3. Written Third-Party Verification Form**

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by the LMHA. The form is then completed by the third-party by hand (in writing or typeset).

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and provides false information.

HUD requires the LMHA to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

The LMHA will allow fourteen calendar days for the return of third-party written verifications prior to continuing to the next type of verification.

### **4. Third-Party Oral Verifications**

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

The LMHA will allow three business days for the return of third-party oral verifications prior to continuing on to the next type of verification.

## 5. Review of Documents

When UIV, written, and oral third-party verifications are not available within the fourteen calendar day period allowed in paragraph 3 and three business day period allowed in paragraph 4 above, the LMHA will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

## 6. Self-Certification and Self-Declaration

When UIV, written, and oral third-party verifications are not available within the fourteen calendar day period allowed in paragraph 3 and three business day period allowed in paragraph 4 above, and hand-carried verification cannot be obtained, the LMHA will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than UIV is utilized, the LMHA will document the reason for the choice of the verification methodology in the applicant/resident's file.

Level	Verification Technique	Ranking
6	<b>Up-front Income Verification (UIV)</b> using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest (Mandatory)</b>
5	<b>Up-front Income Verification (UIV)</b> using non-HUD system	<b>Highest (Optional)</b>
4	<b>Written Third-Party Verification</b>	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute)
3	<b>Written Third-Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)

<b>2</b>	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third-party verification is not available)
<b>1</b>	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)

## 12.2 TYPES OF VERIFICATION

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Not Allowed	Original Social Security Card, an appropriate government letter showing the number, or other HUD-allowed method.
Adult Status of the Head of Household		Valid driver's license, identification card issued by a government agency, birth certificate.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses (For elderly (62+) and/or	Letters from providers, prescription record from	Bills, receipts, records of payment, dates of trips,

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
disabled residents, only applicable if resident is claiming expenses above standard medical deduction)	pharmacy, medical professional's letter stating assistance, or a companion animal is needed	mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CD'S, 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, assessment, etc.	Property tax statement (for current value), assessment records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of whole 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
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts (also requires resident self-certification)
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	Record of deposits, divorce decree

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
Social Security Administration		Letter from Social Security as verified by HUD computer systems.
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating: <ul style="list-style-type: none"> <li>- whether enrolled or completed</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>	N/A           Evidence of job start

### 12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

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

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

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

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The LMHA will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the LMHA will mail information to



the INS in order that a manual check can be made of INS records.

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

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

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

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

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

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

### **A. Applicants to the Public Housing Program<sup>12</sup>**

Prior to admission, every family member regardless of age must provide the LMHA with a complete and accurate Social Security Number (SSN) unless they meet the criteria for either one of the following two exceptions:

1. The household member does not contend eligible immigration status; or
2. The household member is a child under the age of six who was added to the applicant's household within the six-month period prior to the household's admission to the Public Housing Program.

In the case of a child under the age of six who was added to the applicant's household within the six-month period prior to the household's admission to the Public Housing Program, the family will be given 90 calendar days from the date of admission into the Public Housing Program to provide documentation of a complete and accurate SSN. LMHA will grant one additional 90-day grace period if the Housing Authority determines that the applicant family's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the family. If the family fails to produce the required documentation within the required time period, LMHA will terminate the household's tenancy.

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12 PIH 2016-05, Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies; 24 CFR 5.216, "Disclosure and Verification of Social Security and Employer Identification Numbers"; 24 CFR 5.218, "Penalties for Failing to Disclose and Verify Social Security and Employer Identification Numbers."

## **B. Public Housing Program Participants**

If a person is already a program participant and has not disclosed their SSN, it must be disclosed at the next re-examination or re-certification. Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their SSN. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the SSN is the original Social Security card. If the card is not available, the LMHA will accept an original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual or such other evidence of the SSN as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have an SSN but cannot readily verify it, the family cannot be assisted until verification is provided.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The LMHA may grant one ninety-day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a SSN by the deadline.

### ***12.5 TIMING OF VERIFICATION***

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

When an interim reexamination is conducted, the LMHA will only verify and update those elements reported to have changed.

### ***12.6 FREQUENCY OF OBTAINING VERIFICATION***

Household composition and income will be verified regularly except in the case of families whose head of household, co-head, or spouse is age 55 or older or disabled; the family composition and income of these households will be verified once every two years (although a streamlined recertification process may be used with families residing in PH/LIHTC units in years where the full recertification process is not required).

For each family member who contends eligible immigration status, verification of SSN will be obtained only once. This verification will be accomplished prior to admission except in the case of a child under the age of six who was added to the applicant's household within the six-month period prior to the household's admission to the Public Housing Program. In this case, the family will be given 90 calendar days from the date of admission into the Public Housing Program to provide documentation of a complete and accurate SSN. LMHA will grant one additional 90-day grace period if the Housing Authority determines that the applicant family's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the family. If the family fails to produce the required documentation within the required time period, LMHA will terminate the household's tenancy.

## ***12.7 SPECIAL VERIFICATION FOR ADULT STUDENTS***

In addition to other verification procedures, student heads of household must provide a written signed certification that the student does or does not receive any financial support from their parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The LMHA shall verify using normal third-party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, the Housing Authority shall determine if any of the scholarship is available for housing costs.

Full-time students in one-person households are generally excluded from PH/LIHTC properties.

Full-time students in households of two or more persons may be eligible for PH/LIHTC properties if they meet one of the following five exceptions to the full-time student prohibition:

1. At least one member of the household is currently enrolled in a job-training program that receives assistance under the Job Training Partnership Act or is funded by a state or local agency;
2. The head of household is a single parent with children and neither the parent nor the children are the dependent of another individual;
3. The members of the household are married and file a joint federal tax return;
4. At least one member of the household receives assistance under Title IV of the Social Security Act (e.g. payments under K-TAP); or
5. At least one member of the household was previously under the care of a state foster program.

## ***12.8 DISCREPANCIES IN VERIFIED INFORMATION***

An EIV Income Report shall be pulled from the system before each regular or interim<sup>13</sup> reexamination and within 90 days following leasing is conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference (defined as \$2,400 or more annually) in the reported income information, the LMHA will:

- A. Discuss the income discrepancy with the tenant; and
- B. Request the tenant to provide documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
- C. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the LMHA will request from the third-party source, any information necessary

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<sup>13</sup> Effective January 1, 2025<sup>4</sup>, EIV Income Reports will no longer be pulled for interim reexaminations. 24 CFR 5.233 (a)(2)(i), [PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)”](#)

to resolve the income discrepancy; and

- D. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively<sup>14</sup>; and
- E. Take any other appropriate action.

The tenant will be provided an opportunity to contest the LMHA's determination of tenant rent underpayment. Tenants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with established grievance procedures. The Housing Authority will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, the LMHA will obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the Housing Authority may reject any tenant-provided documentation, if the LMHA deems the documentation unacceptable. Documentation provided by the tenant will be rejected for only the following reasons:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

The LMHA will explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the Housing Authority deems necessary to complete the income determination process, the LMHA will submit a traditional third-party verification form to the third-party source for completion and submission to the Housing Authority.

If the third-party source does not respond to the LMHA's request for information, the Housing Authority is required to document in the tenant file its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The LMHA will then pursue lower level verifications in accordance with the verification hierarchy.

## ***12.9 TEMPORARY COMPLIANCE ASSISTANCE<sup>15</sup>***

If a resident has assets valued at \$50,000 or less, the resident can self-certify to the amount of their assets and the income these assets are anticipated to generate. The LMHA will not verify this data, but merely include it in the income calculation. The application and reexamination documentation can serve as this declaration as long as it is signed by all adult family members. If the assets total more than \$50,000, verifications will be made as usual.

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<sup>14</sup> The LMHA will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 MTW and supporting documentation) to support such retroactive rent determinations.

<sup>15</sup> MTW Activity 2020-1: Rent Simplification



## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **13.1 FAMILY CHOICE**

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

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years. The family composition of households selecting the flat rent must still be reviewed regularly except in the case of a disabled family or a family where the head of household, co-head, or spouse is age 55 or older, in which case family composition will be reviewed once every two years.

B. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

C. Families have only one choice per regularly scheduled recertification cycle except for financial hardship cases. In order for families to make informed choices about their rent options, the LMHA will provide them with the following information whenever they have to make rent decisions:

1. The Housing Authority's policies on switching types of rent in case of a financial hardship; and
2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the LMHA will provide the amount of income-based rent for the subsequent year only the year the Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **13.2 THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;

- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$0.

As a leasing incentive, families newly admitted to Dosker Manor pay no rent until their second month of residency.

### ***13.3 MINIMUM RENT***

The LMHA has set the minimum rent at \$0; thus, the Housing Authority has no hardship policy to exempt residents from paying the minimum rent.

### ***13.4 FLAT RENT<sup>1</sup>***

Each year, LMHA sets the Flat Rent schedule at 80% of the current Fair Market Rates for the corresponding bedroom sizes. The amount of the flat rent will be reevaluated every five years except when the average flat rents for all bedroom sizes increase more than 5% from one year to the next. Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the end of the annual lease (for more information on flat rents, see Section 15.3). The flat rent schedule in effect at the time of recertification will be applied.

The LMHA will post the flat rents at each of the developments and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

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

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

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

The family's rent will be calculated in the following manner:

Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income

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<sup>1</sup> PIH Notice 2022-33 "Updates to Flat Rent Exception Request Submission Requirements"

includes income of all family members, including any family member who has not established eligible immigration status.)

Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.

Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”).

Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”

Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”

Step 6. The mixed family total tenant payment is the maximum rent minus the amount of the eligible subsidy.

Step 7. Subtract any applicable utility allowance from the mixed family total tenant payment. The result of this calculation is the mixed family tenant rent.

When the mixed family’s total tenant payment is greater than the maximum rent, LMHA will use the total tenant payment as the mixed family’s total tenant payment.

### ***13.6 UTILITY ALLOWANCE***

The LMHA has established a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rates change by 10% or more since the last revision to the allowances. A copy of the Utility Allowance Schedule will be posted in each property’s Management Office.

Families (regardless of whether they pay an income-based or flat rent) will not be charged for any excess utility charges above the utility allowance<sup>2</sup>.

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 regularly scheduled reexamination.

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<sup>2</sup> Effective 7/8/2020 utilizing PIH 2020-33 REV-2 Waiver PH-4. Submitted as activity in MTW Plan on 4/20/2021.



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

### ***13.7 PAYING RENT***

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

If the rent is not paid by the eighth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$15 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$34 for bank charges and/or processing costs.

## **14.0 COMMUNITY SERVICE**

### **14.1 GENERAL<sup>1</sup>**

In order to be eligible for continued occupancy, each adult family member must either:

- A. Contribute eight hours per month of community service (not including political activities); or
- B. Participate in an economic self-sufficiency program; or
- C. Perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

The activity may be completed at eight hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours are completed by each annual certification.

### **14.2 EXEMPTIONS<sup>2</sup>**

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

- A. Family members who are 62 or older;
- B. Family members who are blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); Section 1382c) and who certify that, because of this disability, they are unable to comply with the community service requirements;
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above;
- D. Family members engaged in work activities at least eight hours per month as defined in section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)) as specified below:
  - 1. Unsubsidized employment;
  - 2. Subsidized private-sector employment;
  - 3. Subsidized public-sector employment;
  - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - 5. On-the-job-training;
  - 6. Job search assistance;
  - 7. Community service programs;

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<sup>1</sup> 24 CFR 960.603(a)

<sup>2</sup> 24 CFR 960.601 "Exempt individual"

8. Vocational educational training (not to exceed 12 months with respect to any individual);
  9. Job-skills training directly related to employment;
  10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and
  11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.
- E. Family members who can meet requirements under a state program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other state welfare program including the Welfare-to-Work program; or
- F. Family members receiving assistance, benefits, or services under a state program funded under part A title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other state welfare program (including the Supplemental Nutrition Assistance Program (SNAP)) of the state in which PHA is located, including state-administered welfare-to-work and who are in compliance with that program.
- G. Any family member of a Non-Public Housing Over Income Family.

#### ***14.3 NOTIFICATION OF THE REQUIREMENT<sup>3</sup>***

- A. LMHA shall identify all adult family members who are apparently not exempt from the community service requirement.
- B. LMHA shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement.
- C. LMHA will advise the family that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent regularly-scheduled reexamination.
  - i. The notification will also provide the opportunity for family members to claim and explain an exempt status in writing
  - ii. The Housing Authority shall verify such claims.
    1. If a resident does not agree with the LMHA's determination, the resident may appeal by following the Grievance Policy.
- D. Changes in exempt or non-exempt status of a resident shall be reported by the resident to LMHA within ten calendar days of the change.

#### ***14.4 VOLUNTEER OPPORTUNITIES***

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

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<sup>3</sup> 24 CFR 960.605(c)(2)

self-responsibility in the community. Community service is not employment and may not include political activities<sup>4</sup>..

Eligible community service activities include, but are not limited to, serving at:

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

Otherwise eligible court-ordered service work may be counted toward the community service requirement.

Eligible self-sufficiency activities include, but are not limited to:

- A. Job readiness or job training while not employed;
- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
- C. Higher education (junior college or college);

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<sup>4</sup> 24 CFR 960.601 "Community service"

- D. Apprenticeships (formal or informal);
- E. Substance abuse or mental health counseling;
- F. Reading, financial and/or computer literacy classes;
- G. English as a second language and/or English proficiency classes;
- H. Budgeting and credit counseling; and
- I. For residents participating in ROSS or the Family Self-Sufficiency (FSS) Program, regular meetings with their ROSS Service Coordinator or FSS Program Coordinator.

The LMHA will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the LMHA may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

#### ***14.5 THE PROCESS***

Upon admission and each regularly scheduled reexamination thereafter, the LMHA will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. At least thirty calendar days before the family's lease anniversary date, the LMHA will determine whether each applicable adult family member is in compliance with the community service requirement. LMHA will obtain third-party verification of community service hours administered through outside organizations.

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

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

- A. The names of the family member(s) determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure, a right to be represented by counsel, and the opportunity to any available judicial remedy; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

#### ***14.7 OPPORTUNITY FOR CURE***

The LMHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the LMHA shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

#### ***14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES***

In implementing the service requirement, the LMHA 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 service requirement. However, residents may do community service on LMHA property or with or through Housing Authority programs to assist with or enhance work done by an LMHA employee.

## 15.0 RECERTIFICATIONS

LMHA will conduct a regular reexamination of family income and circumstances according to the schedule given in Section 15.1 and on an interim basis as described in Section 15.6. The results of the reexamination determine (1) the rent the family will pay; and (2) whether the family is housed in the correct unit size.

### 15.1 REEXAMINATIONS

The following schedule will apply:

Frequency	Family description
Annually	Low-Income Housing Tax Credit (LIHTC) properties and properties receiving HOME funding <sup>1</sup>
Biennially	All public housing households not reexamined annually or triennially
Triennially	Households who choose flat rent and households whose only source of income is from Social Security, SSI, and/or pension

The LMHA will send a notification letter to the family letting them know that it is time for their regularly-scheduled reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview, as well as instructions permitting the family to reschedule the interview if necessary. The letter tells families that they may contact staff to request a reasonable accommodation, if needed to complete the reexamination process.

During the appointment, the LMHA will determine whether any change in family size or composition requires a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

Each household will also be asked whether any member is subject to a lifetime registration requirement under a state registration program. The Housing Authority will verify this information using the Dru Sjodin National Sex Offender Database and document this information in the same method used at admission. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose their criminal history on their application and/or recertification forms, the Housing Authority will pursue eviction of the household.

If a family is about to be evicted from housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the eviction occurs.

### 15.2 MISSED APPOINTMENTS

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<sup>1</sup> 24 CFR 92.209(c)(1)

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

### ***15.3 FLAT RENTS***

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

- A. At the time of the reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years
- E. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

Once a family returns to the income-based method during their “lease year” they cannot go back to a flat rent until their next regularly scheduled reexamination.

- F. The dates upon which the LMHA expects to review the amount of the flat rent and the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Prior to each scheduled reexamination, the LMHA will send a reexamination letter to the family



offering the choice between a flat rent or an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the LMHA representative, they may make the selection on the form and return the form to the Housing Authority. In such case, the LMHA will cancel the appointment and solely verify the family size and whether it is in an appropriate size unit.

#### ***15.4 THE INCOME METHOD***

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

Upon receipt of verification, the LMHA will determine the family's annual income, and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. The welfare rent.

The LMHA has no minimum rent.

#### ***15.5 EFFECTIVE DATE OF RENT CHANGES FOR REGULARLY-SCHEDULED REEXAMINATIONS***

The new rent will generally be effective upon the anniversary date with thirty calendar days' notice of any rent increase to the family. The thirty-calendar day notice will begin from the postmark date of the notification letter. Should the household experience an increase or decrease in the household income that was reported at the time of the initial recertification appointment but prior to receiving their thirty-calendar day notice, this change must be reported. Any increase in income occurring after the postmark date of the thirty-day notification letter will not be considered until the next scheduled reexamination.

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

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month when the circumstances resulting in rent reduction occurred after the rent amount is determined.

#### ***15.6 INTERIM REEXAMINATIONS***

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decrease in allowable expenses between regular reexaminations.

Families are required to report the following changes to the LMHA between regular reexaminations within ten calendar days of their occurrence. These changes will trigger an interim reexamination to include counting any income received by the addition of a family member or income lost by the removal of a family member.

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

In order to add an adult household member, the family must request that the new member be added to the lease. Before adding the new adult member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their SSN and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The LMHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.7.

A resident requesting a live-in-aide will be required to provide verification of the need for a live-in-aide. In addition, before approval of the live-in-aide, the individual (live-in-aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live-in-aide will go through the screening process similar to the process for applicants. The LMHA will determine the eligibility of the live-in-aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in-aide be added to the lease or be considered the last remaining member of a tenant family.

A family adding a child between the ages of six and seventeen to the household must provide a complete and accurate SSN before the child can be added to the lease. If the family is adding a child under the age of six to the household and does not yet have an SSN for that child, the family will be given ninety days after beginning to receive assistance to provide verification of a complete and accurate SSN. The LMHA may grant one ninety-day extension for newly added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

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

### **15.7 SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for twelve months, including families that temporarily have no income (\$0 renters) or have a temporary decrease in income, the LMHA will schedule special reexaminations every ninety calendar days until the income stabilizes and an annual income can be determined.

### **15.8 OVER INCOME HOUSEHOLDS IN PUBLIC HOUSING**

LMHA's over-income policy follows implementation of section 103 of the Housing Opportunity Through Modernization Act on March 1<sup>st</sup>, 2023.<sup>2</sup>

1. LMHA uses the following definitions:
  - a. *Alternative non-public housing rent.* A monthly rent equal to the greater of— (i) The applicable fair market rent, as defined in 24 CFR part 888, subpart A, for the unit; or (ii) The amount of the monthly subsidy provided for the unit, which will be determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund. (A) For the Public Housing Capital Fund, the amount of Capital Funds provided to the unit will be calculated as the per unit Capital Fund assistance provided to a PHA for the development in which the family resides for the most recent funding year for which Capital Funds have been allocated; (B) For the Public Housing Operating Fund, the amount of Operating Funds provided to the unit will be calculated as the per unit amount provided to the public housing project where the unit is located for the most recent funding year for which a final funding obligation determination has been made; (C) HUD will publish such funding amounts no later than December 31 each year.
  - b. *Covered person.* The tenant, any member of the tenant's household, a guest or another person under the tenant's control.
  - c. *Non-public housing over-income family.* A family whose income exceeds the overincome limit for 24 consecutive months and is paying the alternative non-public housing rent
  - d. *Over-income family.* A family whose income exceeds the over-income limit.
  - e. *Over-income limit.* The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b), by a factor of 2.4.
    - i. LMHA will use 120% AMI to simplify this definition.

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<sup>2</sup> Federal Register, February 14<sup>th</sup>, 2023, "Housing opportunity Through Modernization Act of 2016: implementation of sections 102,103, 104". Available online [Federal Register :: Housing Opportunity Through Modernization Act of 2016: Implementation of Sections 102, 103, and 104](#)

2. Families participating in the public housing program must not have incomes that exceed the over-income limit for more than 24 consecutive months.
  - a. This provision applies to all families in the public housing program, including FSS families and all families receiving EID.
  - b. Mixed families who are non-public housing overincome families pay the alternative non-public housing rent as applicable.
  - c. All non-public housing over-income families are precluded from participating in a public housing resident council.
  - d. Non-public housing over-income families cannot participate in programs that are only for public housing or low-income families.
  - e. LMHA will not provide any Federal assistance, including a utility allowance, to non-public housing over-income families.
3. If LMHA determines the family has exceeded the over-income limit pursuant to an income examination, LMHA will provide written notice to the family of the over-income determination no later than 30 days after the income examination.
  - a. The notice will state that the family has exceeded the over-income limit and continuing to exceed the over-income limit for a total of 24 consecutive months will result in the family paying the alternative non-public housing rent.
  - b. LMHA will afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.
  - c. LMHA will conduct an income examination 12 months after the initial over-income determination
    - i. LMHA will not conduct this examination if it determined that the family's income fell below the over-income limit since the initial over-income determination.
  - d. If LMHA determines the family has exceeded the over-income limit for 12 consecutive months, LMHA will provide written notification of this 12-month over-income determination no later than 30 days after the income examination that led to the 12-month over-income determination.
    - i. The notice will state that the family has exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in the family paying the alternative non-public housing rent.
    - ii. The notice will include an estimate (based on current data) of the alternative non-public housing rent for the family's unit.
    - iii. LMHA will afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.
  - e. LMHA will conduct an income examination 24 months after the initial over income determination.

- i. LMHA will not conduct this examination if it determined that the family's income fell below the over-income limit since the initial over-income determination.
- ii. If LMHA determines the family has exceeded the over-income limit for 24 consecutive months, LMHA provide written notification of this 24-month over income determination no later than 30 days after the income examination that led to the 24- month over-income determination.
- iii. The notice will state:
  1. That the family has exceeded the over-income limit for 24 consecutive months.
  2. That LMHA will charge the family the alternative non-public housing rent.
  3. The notice will inform the family of this determination and state that the family be charged the alternative non-public housing rent.
  4. LMHA will present the family with a new lease, in accordance with the requirements at CFR § 960.509, and inform the family that the lease must be executed no later than 60 days of the date of the notice or at the next lease renewal, whichever is sooner.
  5. LMHA will afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.
4. If, at any time during the consecutive 24-month period following the initial over-income determination, LMHA determines that the family's income is below the over-income limit, the family is entitled to a new 24 consecutive month period of being over-income and new notices as described earlier in this section if LMHA later determines that the family income exceeds the over-income limit.
5. An over-income family will continue to be a public housing program participant until the family executes a new non-public housing lease.
6. LMHA will submit a report annually to HUD that specifies, as of the end of the year, the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects and provide any other information regarding over-income families requested by HUD.
  - a. These reports will be publicly available.

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

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

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

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

#### **15.10 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT**

If the LMHA makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of twelve months. The refund shall be credited to the resident's account unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident receives a refund.

#### **15.11 CHANGES TO RECERTIFICATIONS EFFECTIVE JANUARY 1, 2024**

Pending approval of the FY 2024 MTW annual plan, the \$50,000 asset limit amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers

A. *Verification of assets.* For a family with net family assets (as the term is defined in § 5.603) equal to or less than \$50,000, which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, an owner may accept, for purposes of recertification of income, a family's declaration under § 5.618(b)<sup>110</sup>

B. *Interim reexaminations*<sup>111</sup>.

(1) A family may request an interim reexamination of family income or composition because of any changes since the last determination. LMHA must conduct any interim reexamination within a reasonable period of time after the family request or when LMHA becomes aware of an increase in family adjusted income under paragraph (3) of this section. What qualifies as a "reasonable time" may vary based on the amount of time it takes to verify information, but generally should not be longer than 30 days after changes in income are reported.

(2) LMHA may decline to conduct an interim reexamination of family income if LMHA estimates the family's adjusted income will decrease by an amount that is less than ten percent of

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<sup>110</sup> 24 CFR 5.659, effective January 1, 2025, [PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)"](#)<sup>4</sup>

<sup>111</sup> 24 CFR 960.257, effective January 1, 2025, [PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)"](#)<sup>4</sup>

the family's annual adjusted income (or a lower amount established by HUD by notice), or a lower threshold established by LMHA.

(3) LMHA must conduct an interim reexamination of family income when LMHA becomes aware that the family's adjusted income has changed by an amount that LMHA estimates will result in an increase of ten percent or more in annual adjusted income or such other amount established by HUD through notice, except:

- (i) LMHA may not consider any increase in the earned income of the family when estimating or calculating whether the family's adjusted income has increased, and
- (ii) LMHA may choose not to conduct an interim reexamination in the last three months of a family's certification period, in accordance with the LMHA's established written policy.

(4) *Effective date of rent changes.*

(i) If the family has reported a change in family income or composition in a timely manner according to LMHA's policies, LMHA must provide the family with 30 days advance notice of any rent increases, and such rent increases will be effective the first day of the month beginning after the end of that 30-day period. Rent decreases will be effective on the first day of the first month after the date of the actual change leading to the interim reexamination of family income.

(ii) If the family has failed to report a change in family income or composition in a timely manner according to LMHA's policies, LMHA must implement any resulting rent increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income. Any resulting rent decrease must be implemented no later than the first rent period following completion of the reexamination. LMHA will apply rent decreases retroactively according to "15.10 Housing Authority Mistakes in Calculating Rent."

(iii) A retroactive rent decrease may not be applied by LMHA prior to the later of the first of the month following:

- (a) The date of the change leading to the interim reexamination of family income;
- or
- (b) The effective date of the family's most recent previous interim or regularly-scheduled reexamination (or initial examination if that was the family's last examination).

## **16.0 UNIT TRANSFERS**

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

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the LMHA's deconcentration goal, if appropriate.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

### ***16.2 CATEGORIES OF TRANSFERS***

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

**Category B: Immediate Administrative Transfers.** These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition, or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.

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

**Category D: Voluntary Transfers.** The LMHA does not typically permit voluntary transfers between public housing units operated by the same property manager unless such transfers allow the Housing Authority to fill vacancies at under-leased properties. Currently, only families who live in a non-high-rise LMHA-managed unit and wish to move to a high-rise unit at Avenue Plaza, Will Seay Plaza, Dosker Manor, Lourdes Hall, or St. Catherine Court are permitted to make a voluntary transfer. To be eligible, a family must have lived in the same unit for a full year.



Residents transferring to Dosker Manor will not receive the lease-up incentives offered to new admissions.

**Moves from public housing units operated by private property managers to public housing units operated by LMHA are covered by this transfer policy.**

**Moves between public housing units operated by different, private property managers are not covered by this transfer policy. Rather, the family must apply for residency at the desired development following the same application procedures used by non-resident applicants.**

### ***16.3 DOCUMENTATION***

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

### ***16.4 PROCESSING TRANSFERS***

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

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

Transfers in categories C and D will be housed along with applicants for admission at a ratio of one transfer for every forty admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent within two business days of being informed the unit is ready to rent. The family will be allowed five calendar days to complete a transfer. The family will be responsible for paying the rent at the old unit as well as the new unit for any period of time that they retain possession of the keys to the old unit after the five calendar days allowed to complete the transfer have expired. The prorated rent and key deposit must be paid at the time of lease execution.

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

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list. Good cause is here defined as a reasonable concern that the health condition of a family member will be negatively and significantly impacted.
- B. In the case of an emergency transfer, the family must accept the first available unit that is appropriate for their family composition and size unless they can demonstrate good cause (as defined above).
- C. If a non-emergency transfer is being made at the request of the LMHA and the family rejects two offers without good cause, the Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the LMHA's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

- D. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- E. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

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

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable; or
- D. When the family has failed to comply with ongoing scattered site eligibility requirements, and the move is necessary to transfer the family to a unit without such requirements.

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

- A. When the transfer is needed in order to carry out modernization, disposition, or demolition activities;
- B. When action or inaction by the LMHA has caused the unit to be unsafe or inhabitable; or
- C. When the transfer is needed because a family with disabilities needs the accessible unit.

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

### ***16.6 TENANTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the LMHA. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection. In the case of a transfer to the Housing Choice Voucher Program, the family must also have an on-time rental payment history for the previous twelve months.

### ***16.7 TRANSFER REQUESTS***

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the LMHA may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten business days of

receipt of the request to schedule a meeting.

The LMHA will grant or deny the transfer request in writing within fourteen calendar days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

#### ***16.8 RIGHT OF THE LMHA IN TRANSFER POLICY***

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

#### ***16.9 RESIDENTS RELOCATED DUE TO REDEVELOPMENT AND/OR REVITALIZATION***

As a result of redevelopment and/or revitalization, LMHA will need to relocate Public Housing (PH) families. During these required relocations, LMHA will offer affected PH families a choice of another PH or scattered site unit or a Section 8 voucher. If the family chooses another PH or scattered site unit, they will relocate to an appropriately sized unit. In limited cases of redevelopment, an appropriately sized unit may not be immediately available to the PH family. LMHA may then offer the family a PH or scattered site unit that is one bedroom larger than the authorized unit size under LMHA's occupancy standards. In cases where the family is offered a unit larger than their authorized unit size, the family will sign a lease addendum agreeing to move to an appropriately sized unit when one becomes available. The addendum will contain the following information:

1. After at least one year, the family will be given a 30-calendar day notice to move to the identified location when an appropriately sized unit is identified;
2. After the expiration of the 30-calendar day period, the family will be transferred within 5 days;
3. If the family refuses to transfer, LMHA will terminate the lease; and
4. The cost of the transfer will be borne by the LMHA.

## **17.0 INSPECTIONS**

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

An authorized representative of the LMHA and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Housing Authority file and a copy given to the family member.

### ***17.2 ANNUAL INSPECTIONS***

The LMHA will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### ***17.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection and at other times as needed to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, carbon monoxide detectors<sup>1</sup>, water heaters, furnaces, automatic thermostats, and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### ***17.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the LMHA.

### ***17.5 HOUSEKEEPING INSPECTIONS***

Generally, once per year, or at other times as necessary, the LMHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### ***17.6 NOTICE OF INSPECTION***

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the LMHA will give the tenant at least two calendar days written notice.

### ***17.7 EMERGENCY INSPECTIONS***

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

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

When a tenant gives notice that they intend to move, the LMHA will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority to help the

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<sup>1</sup> PIH Notice 2022-01 requires Carbon Monoxide detection in all Public Housing units. .

family identify any problems that, 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 LMHA to ready units more quickly for the future occupants.

### ***17.9 MOVE-OUT INSPECTIONS***

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

### ***17.10 LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES<sup>2</sup>***

The LMHA may be required to conduct special risk assessment and hazard reduction inspections if a child has verified evidence of increases blood lead levels. LMHA will be responsible for clearance activities. All clearance activities will be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations. LMHA will pay for the costs of clearance examinations.

#### **Clearance Activities**

LMHA must obtain an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

#### **Requirements for Children with Environmental Intervention Blood Lead Level**

Elevated blood levels in children under 6 years of age occurs when there are at least 5 micrograms of lead per deciliter of blood. Should LMHA receive information regarding an environmental intervention blood lead level child under age six from the family or other sources not associated with the medical health community, the Housing Authority will immediately verify the information with a public health department or other medical health care provider.

If either the public health department or private medical health agency provides verification that the child has an environmental intervention blood lead level, LMHA will notify the HUD field office representative within 5 business days via email. LMHA will proceed to complete a risk assessment of the unit, common areas and exterior surfaces as appropriate. This requirement does not apply if the public health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

If LMHA receives a report of an environmental intervention blood lead level child from any source other than the public health department, the Housing Authority will notify the public health department within five working days.

#### **Risk Assessment**

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<sup>2</sup> PIH 2017-13 (HA), "Guidance on HUD's Lead Safe Housing Rule Pertaining to Elevated Blood Lead Levels for the Public Housing, Housing Choice Voucher, and Project Based Voucher System".

Within 15 calendar days of the notification to LMHA by a public health department or medical health care provider, the Housing Authority will complete a risk assessment of the dwelling or “index” unit, including common areas servicing the dwelling unit, if the child lived in the unit at the time the child's blood was sampled. If the public health department has already conducted an evaluation between the date the child's blood was last sample and the receipt of notification of the child's condition, the risk assessment by LMHA is not required.

LMHA will only utilize persons trained and certified by an EPA or state-approved agency to perform risk assessments. The risk assessment will identify the appropriate method of correction if correction is required.

The risk assessment will involve an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards. The investigation will include dust and soil sampling, visual evaluation, and may include paint inspections (tests for lead in paint). The assessor will issue a report to the housing authority explaining the results of the investigation, as well as option and requirements for reducing lead-based paint hazards.

LMHA must notify the building residents of the results of the risk assessment within 15 calendar days of receipt of the risk assessment. In a multiunit building, LMHA must conduct a risk assessment in the index unit, common areas, and any other assisted units in the property with a child under the age of 6. Risk assessment of areas other than the index unit must be conducted within 30 calendar days of receiving results for a property with twenty other covered units or fewer and within 60 calendar days for a property with more than twenty other covered units.

If the unit along with other units in a multiunit building are scheduled for redevelopment or demolition and the tenants are relocated within 15 calendar days, a full risk assessment is not needed.

### Hazard Reduction

LMHA must complete reduction of identified lead-based paint hazards as identified in the risk assessment within 30 calendar days. Hazard reduction activities may include paint stabilization, abatement, interim controls, or dust and soil contamination control. The appropriate method of correction will be identified in the risk assessment. Hazard reduction will be considered complete by LMHA when a clearance examination has been completed and the report indicates that all identified hazards have been treated and clearance has been achieved, or when the public health department certifies that the hazard reduction is complete. LMHA must notify the local HUD field office of the results of the clearance examination within 10 business days of passing.

LMHA must notify all building residents of any hazard reduction activities within 15 calendar days of completion of activities. Like paint stabilization compliance, when LMHA receives the certification, this will signal compliance with lead hazard reduction activities.

Failure to complete hazard reduction activities (including clearance) within 30 calendar days of notification constitutes a violation of HQS. If the unit is vacant, the unit may not be reoccupied

by another assisted family, regardless of the ages of children in the family, until compliance with the lead-based paint requirement is completed.

### LMHA Data Collection and Record Keeping

Quarterly, LMHA will attempt to obtain from the public health department having jurisdiction in the same area as the Housing Authority, the names and addresses of children under age six with an identified environmental intervention blood lead level. LMHA will match information received from the health department with information about program families. If a match occurs, the Housing Authority will follow all procedures for notifying residents and conducting risk assessments as stated above.

Quarterly, LMHA will report a list of addresses of units occupied by children under age six, receiving assistance to the public health department, unless the health department indicates in writing that such a report is not necessary.

LMHA is responsible for issuing and maintaining in the file the notifications appropriate methods to correct lead hazards, and of the deadline for completing the corrections. LMHA is responsible for ensuring compliance with regulations.

### ***17.11 MINIMUM HEATING STANDARDS<sup>3</sup>***

LMHA shall use the following minimum heating requirements for public housing dwelling units:

- If the temperature in a unit is LMHA-controlled, the minimum temperature in each unit must be at least 68 degrees Fahrenheit.
- If the temperature in a unit is tenant-controlled, then the heating equipment must have the capability of heating to at least 68 degrees Fahrenheit.
- LMHA has the flexibility in maintenance of the indoor temperature when the outdoor temperature approaches the design day temperature—the lowest expected outdoor temperature that a heating system is designed to accommodate and still maintain the desired indoor temperature of 68 degrees.
- At no point should indoor temperatures in occupied space drop below 55 degrees Fahrenheit. This flexibility applies when at least one of the below criteria are met:
  - The outside temperature reaches or drops below the design day temperature, or
  - The outside temperature is within five degrees Fahrenheit of the design day temperature for more than two continuous days.
- Temperature measurements must be taken three feet above the floor and two feet from an exterior wall in a habitable room

## **18.0 PET POLICY**

### ***18.1 EXCLUSIONS<sup>1</sup>***

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<sup>3</sup> PIH 2018-19, “Housing Opportunity through Modernization Act of 2016 (HOTMA) – Implementation of Minimum Heating Standards in Public Housing Properties.

<sup>1</sup> FHEO 2020-01: Assessing a person’s request to have an animal as a reasonable accommodation under the Fair Housing Act.

This policy does not apply to service animals, support animals, assistance animals, or therapy 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 tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The LMHA will verify the existence of the disability, and the need for the accommodation—if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the LMHA is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would:

- (1) Result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation;
- (2) Pose an undue financial and administrative burden; or
- (3) Fundamentally alter the nature of the provider's operations.

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

The LMHA allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Housing Authority harmless from any claims caused by an action or inaction of the pet.

## ***18.3 APPROVAL***

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

## ***18.4 TYPES AND NUMBER OF PETS***

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



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

Only one pet per unit, or a single aquarium of fish no larger than 15 gallons, will be allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. Among those banned from LMHA property are the following: Pit Bull, Rottweiler, Chow, Boxer, Doberman, Dalmatian, and German Shepherd.

No animal may exceed twenty-five pounds in weight projected to full adult size.

### ***18.5 INOCULATIONS***

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

### ***18.6 PET FEES AND DEPOSITS***

Residents of Avenue Plaza, Will Seay Plaza, Dosker Manor, Lourdes Hall, and St. Catherine Court must pay a pet deposit of \$300 at the time they register their pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

Residents of all other LMHA-managed public housing developments must pay a non-refundable fee at the time they register their pet as follows:

<b>Bedroom Size</b>	<b>Pet Fee</b>
1 Bedroom	\$300
2 Bedroom	\$350
3 Bedroom	\$400
4 Bedroom	\$450

### ***18.7 FINANCIAL OBLIGATION OF RESIDENTS***

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

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

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or LMHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move themselves.

Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

### ***18.9 DESIGNATION OF PET AREAS***

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

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

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

### ***18.10 MISCELLANEOUS RULES***

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

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

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

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

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

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

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

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

A pet owner who violates any other conditions of this policy may be required to remove their pet from the development within ten calendar days of written notice from the LMHA. The pet owner may also be subject to termination of their dwelling lease.

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

### ***18.11 VISITING PETS***

Only pets owned by a tenant and registered with the LMHA are permitted on Housing Authority property without prior, written LMHA authorization. Visitors or guests of Housing Authority tenants must receive such pre-authorization before they bring any pet onto LMHA property.

The requirement for written pre-authorization does not include service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. Such animals are welcome in all public housing facilities whether they belong to a tenant, visitor, or guest.

### ***18.12 REMOVAL OF PETS***

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

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

## 19.0 REPAYMENT AGREEMENTS<sup>116</sup>

When a resident owes LMHA retroactive rent or any other monies and is unable to pay the balance by the due date, the resident may request that the LMHA allow them to enter into a Repayment Agreement. The LMHA has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period set forth by LMHA. If payments—retroactive rent payments plus current rent payment exceed 40% of adjusted income, the repayment agreement must be extended. All Repayment Agreements must be in writing and signed by both parties. They must include the following elements:

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

Refusal to enter into a Repayment Agreement for monies owed may subject the family to eviction procedures.

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<sup>116</sup> HUD Notice PIH 2018-18 “Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System”.

## **20.0 TERMINATION**

### **20.1 TERMINATION BY TENANT**

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### **20.2 TERMINATION BY THE HOUSING AUTHORITY**

- A. LMHA will not renew the lease of any non-exempt Family that is not in compliance with the Community Service Requirement or approved Agreement to Cure<sup>1</sup>. If they do not voluntarily leave the property, eviction proceedings will begin.
- B. When there is a national emergency, such as Covid-19, and when there is funding available to assist Tenants with non-payment of rent during that emergency, the Secretary of HUD can determine that extended notification time to public housing Families at risk of eviction for non-payment is required.
  - a. In this case, the required notice before a Public Housing Authority can pursue an eviction for non-payment of rent is 30 days. Public housing Families at risk for eviction because of non-payment must also be provided with information about housing assistance available to them.<sup>2</sup>
- C. The LMHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:
  - a. Nonpayment of rent or other charges<sup>3</sup>;
  - b. Failure to provide timely and accurate information regarding Family composition, income circumstances, or other information related to eligibility or rent;
  - c. Failure to allow inspection of the unit<sup>4</sup>;
  - d. Failure to maintain the unit in a safe and sanitary manner<sup>5</sup>;
  - e. Assignment or subletting of the premises<sup>6</sup>;
  - f. Use of the premises for purposes other than as a dwelling unit (other than for Housing Authority approved resident businesses)<sup>7</sup>;
  - g. Destruction of property<sup>8</sup>;
  - h. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts<sup>9</sup>;

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<sup>1</sup> 24 CFR 966.4(l)(2)(iii)(D)

<sup>2</sup>PIH Notice 2021–29

<sup>3</sup> 24 CFR 966.4(l)(2)(i)(A)

<sup>4</sup> 24 CFR 966.4(j)(1)

<sup>5</sup> 24 CFR 966.4(f)(6)

<sup>6</sup> 24 CFR 966.4(f)(1)

<sup>7</sup> 24 CFR 966.4(f)(3)

<sup>8</sup> 24 CFR 966.4(f)(9)

<sup>9</sup> 24 CFR 966.4(f)(9)

- i. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises<sup>10</sup>. This includes
  - i. any Tenant,
  - ii. member of the Tenant's household or guest,
  - iii. any such activity engaged in on the premises by any other person under the tenant's control,
  - iv. including, but not limited to, the manufacture of methamphetamine.
- j. Non-compliance with Non-Citizen Rule requirements<sup>11</sup>;
- k. Permitting persons not on the lease to reside in the unit more than fourteen calendar days in any twelve-month period without the prior written approval of the Housing Authority;
- l. Any activity of the resident, Household Members, or guests of the resident that threatens the health, safety, or right to peaceful enjoyment of the premises<sup>12</sup> by
  - i. other residents
  - ii. employees of the LMHA
  - iii. persons residing in the immediate vicinity of the premises
- m. Alcohol abuse that the LMHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents<sup>13</sup>;
- n. Failure to perform required community service or be exempted therefrom;
- o. any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program<sup>14</sup>;
  - i. LMHA will allow the Family to remove the individual prior to initiating eviction proceedings
- p. Determination that a Household Member is illegally using a drug or when the LMHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents<sup>15</sup>;
- q. Criminal activity as shown by a criminal record<sup>16</sup>. In such cases the LMHA will:
  - i. notify the household of the proposed action based on the information,
  - ii. provide the subject of the record and the tenant with a copy of the criminal record before the Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction,
  - iii. give the tenant the opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.
- r. Disconnecting a smoke detector in any manner, removing any batteries from a smoke detector, or failing to notify the Housing Authority if the smoke detector is inoperable for any reason; and

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<sup>10</sup> 24 CFR 966.4(f)(12)

<sup>11</sup> 24 CFR 5.514(c)

<sup>12</sup> 24 CFR 966.4(f)(11)

<sup>13</sup> 24 CFR 966.4(f)(12)(iii)

<sup>14</sup> PIH Notice 2012-28

<sup>15</sup> 24 CFR 966.4(f)(12)(i)(A)(2)

<sup>16</sup> 24 CFR 5.903(e)

- s. Other good cause.
- D. If an individual or Family's lease is terminated for criminal activity, the LMHA will notify the local post office serving the development that the individual or Family no longer lives there.
- E. In deciding to terminate a tenancy for criminal activity or alcohol abuse, the LMHA will require a leaseholder to exclude a Household Member in order to continue to reside in the assisted unit, where that Household Member has participated in or been culpable for an action or failure to act that warrants the termination.
- F. LMHA, in partnership with Legal Aid Society, offers an Eviction Diversion Program for certain residents facing For-Cause eviction. *See* Appendix H of this document for details about the program and a copy of the referral form.

### **20.3 TERMINATIONS FOR CRIMINAL ACTIVITY**

- A. The term "due process determination" means a determination by HUD that law covering the LMHA's jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.
- B. HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The LMHA has therefore determined that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:
  - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the LMHA's public housing premises by other residents or employees of the Housing Authority;
  - 2. Any violent or drug-related criminal activity on or off such premises; or
  - 3. Any activity resulting in a felony conviction.

### **20.4 ABANDONMENT**

For LMHA-properties, LMHA considers a unit to be abandoned<sup>17</sup> when a resident has:

- a. Fallen behind in rent; AND
- b. Has clearly indicated by words or actions an intention not to continue living in a unit.<sup>18</sup>

Where units are suspected of abandonment when a resident is absent for fourteen (14) calendar days or more without notification by the resident to the management offices, an LMHA representative may enter the unit<sup>19</sup> to verify abandonment.

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<sup>17</sup> Abandonment may lead to rental agreement termination as per KRS 383.670(2).

<sup>18</sup> Verbal or written confirmation of abandonment or willfully failing to notify landlord by non-response as per KRS 383.670(1).

<sup>19</sup> 24 CFR 966.4(j), KRS 383.615(4)(c), and KRS 383.670(2)

LMHA will issue a notification giving the resident seven (7) calendar days to contest abandonment. If a resident does not respond to notification, LMHA will consider the unit abandoned and remove any abandoned property.

## **20.5 TERMINATION BASED ON ASSETS<sup>20</sup>**

1. Effective January 1, 2024, the following are grounds for termination if determined at recertification<sup>21</sup>:
  - a. The family's net assets (as defined in § 5.603) exceed \$100,000, which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or
  - b. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
    - i. Any property for which the family is receiving assistance under [24 CFR 982.620](#) (assistance for resident of manufactured home); or under the Homeownership Option in [24 CFR part 982](#);
    - ii. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
    - iii. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
    - iv. Any family that is offering such property for sale.
  - c. A property will be considered “suitable for occupancy” unless the family demonstrates that it:
    - i. Does not meet the disability-related needs for all members of the family ( *e.g.*, physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
    - ii. Is not sufficient for the size of the family;
    - iii. Is geographically located so as to be a hardship for the family ( *e.g.*, the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by LMHA);
    - iv. Is not safe to reside in because of the physical condition of the property ( *e.g.*, property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
    - v. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.
  - d. Acceptable documentation; confidentiality.
    - i. LMHA may determine the net assets of a family based on a certification by the family that the net family assets (as defined in § 5.603) do not exceed \$50,000, which amount will be adjusted annually in accordance

<sup>20</sup> These same restrictions apply to 8.5 “Restrictions to Families Based on Family Assets”

<sup>21</sup> 24 CFR 5.618, effective January 1, 2025, [PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)”](#)<sup>4</sup>



with 238 the Consumer Price Index for Urban Wage Earners and Clerical Workers, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.

- ii. LMHA may determine compliance with paragraph (1)(b) of this section based on a certification by a family that certifies that such family does not have any present ownership interest in any real property at the time of the income determination or review.
  - iii. When a family asks for or about an exception to the real property restriction because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, LMHA must comply with the confidentiality requirements under § 5.2007. LMHA must accept a self-certification from the family member, and the restrictions on requesting documentation under § 5.2007 apply.
- e. Delay of eviction or termination of assistance.
- i. LMHA may delay for a period of not more than 6 months the initiation of eviction or termination proceedings of a family based on noncompliance under this provision unless it conflicts with other provisions of law.

## ***20.6 RETURN OF SECURITY DEPOSIT***

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

The LMHA will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within thirty calendar days.

## ***20.7 THE EIV DECEASED TENANTS REPORT***

The LMHA shall generate the EIV Deceased Tenants Report monthly shortly before either the end of the month or creating rent statements to see if the system flags deceased residents. The Housing Authority shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

If it is a single member household, the LMHA shall immediately visit the unit and determine if it is vacant or occupied by an unauthorized person. If improperly occupied, the Housing Authority shall take immediate eviction actions under state law. If the property is occupied by a live-in-aide to the deceased person, the aide must move out immediately and is not eligible for continued occupancy or rental assistance.



## **21.0 SUPPORT FOR OUR ARMED FORCES**

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The LMHA is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the LMHA will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically, a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within thirty calendar days of the conclusion of the active-duty service.

## **22.0 ANTI-FRAUD POLICY**

The LMHA is fully committed to combating fraud in its Public Housing Program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Housing Authority. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The LMHA shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the LMHA shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the LMHA deems appropriate.

## **23.0 VIOLENCE AGAINST WOMEN ACT (VAWA) PROTECTIONS AGAINST DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

### **23.1 PROTECTIONS**

The LMHA will provide notice to Public Housing Applicant and Participant Families of the following protections available to them under the Violence Against Women and Department of Justice Reauthorization Act of 2005, HUD-5380, as amended (see Appendix F for a copy of this notice). Such notice will also describe the limitations of these protections and will be provided together with Form HUD-5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (see Appendix F). Notice will be provided at the time an Applicant or Participant is admitted to or denied residency in a dwelling unit and with any notification of eviction or termination of assistance.

These protections are equally available to both men and women and are available regardless of perceived or actual Gender Identity or Sexual Orientation.

Under the Violence Against Women Act (VAWA), public housing residents have the following specific protections, which will be observed by the LMHA:

#### *A. Protections Available to Applicant Families*

Admission to the Public Housing Program shall not be denied on the basis that the Applicant is or has been a victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, if the Applicant otherwise qualifies for assistance or admission.

#### *B. Protections Available to Participant Families*

1. An incident or incidents of actual or threatened Domestic Violence, Dating Violence, Sexual Assault, or Stalking will not be construed as a serious or repeated Lease violation by the victim or threatened victim of the Domestic Violence, Dating Violence, Sexual Assault, or Stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim;
2. Criminal activity directly related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking, engaged in by a Household Member or any Guest or Other Person Under the Tenant's Control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the Tenant or an Affiliated Individual of the Tenant is the victim;
3. The LMHA may bifurcate a lease, or remove a Household Member from a Lease without regard to whether the Household Member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any Tenant or lawful occupant who engages in criminal activity directly relating to Domestic Violence, Dating Violence, Sexual Assault, or Stalking against an Affiliated Individual or other individual,

without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a Tenant or lawful occupant;

4. A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as providing in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in the section;
5. The LMHA will honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and to address the distribution of property among Household Members in a case where a Family breaks up; and
6. Any protections provided by law that give greater protection to the victim are not superseded by these provisions.

#### *C. Limitations of Available Protections*

1. The LMHA may evict a Tenant or terminate assistance for a Lease violation unrelated to Domestic Violence, Dating Violence, Sexual Assault, or Stalking, provided the LMHA does not subject such a Tenant to a more demanding standard than other Tenants in making the determination whether to evict, or to terminate assistance or occupancy rights; and
2. There is no prohibition on the LMHA evicting if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) tenancy is not terminated." An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

### **23.2 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

The LMHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

#### *A. Requirement for Verification.*

The law allows the LMHA to verify that an incident or incidents of actual or threatened Domestic Violence, Dating Violence, Sexual Assault, or Stalking claimed by a Tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Verification requests from LMHA must be in writing, and LMHA must give individuals at least 14 business days from the day the individual receives the request to provide the documentation. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the LMHA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following ways:

1. **HUD-Approved Certification Form (Form HUD-5382).** Documentation may consist of a HUD-approved certification form (Form HUD-5382) indicating that the individual is a victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. Such certification must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim and may be based solely on the personal signed attestation of the victim. A copy of Form HUD-5382 can be found in Appendix F;
2. **Police or Court Record.** Documentation may consist of a federal, state, tribal, territorial, or local police report or court record;
3. **Administrative Agency Record.** Documentation may consist of a record of an administrative agency; or
4. **Other Documentation.** Other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical or mental health professional, from whom the victim has sought assistance in addressing Domestic Violence, Dating Violence, Sexual Assault, or Stalking, or the effects of abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking has signed or attested to the documentation.

*B. Requirement for Verification.*

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by LMHA to provide verification must provide such verification within 14 business days after the receipt of the written request for verification. Failure to provide verification in proper form within such time will result in loss of protection under the Violence Against Women Act and under this policy against any proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.

*C. Managing Conflicting Documentation.*

In cases where the LMHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning Household Members as the perpetrator, the Housing Authority may determine which is the true victim by requiring third-party documentation as described in accordance with any HUD guidance as to how such determinations will be made. The LMHA shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

### **23.3 EMERGENCY TRANSFERS**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

LMHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. LMHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. LMHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for the unit.

In the event that no public housing vacancies are available for an emergency transfer, the tenant may be referred to the Center for Women and Families and offered a housing choice voucher if available. If LMHA has no safe and available units for which a tenant who needs an emergency is eligible, LMHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, LMHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

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

The tenant shall notify LMHA's management office by submitting an emergency transfer request form provided by public housing staff or a written request that includes either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under LMHA's program; OR



2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

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

#### **23.4 CONFIDENTIALITY**

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual submitting the documentation in writing;
- B. Required for use in an eviction proceeding; or
- C. Otherwise required by applicable law.

The LMHA shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

#### **23.5 VAWA 2022 UPDATES<sup>138</sup>**

- a. LMHA will in its regular practice ensure compliance with the following provisions of VAWA:

- (1) compliance with requirements prohibiting the denial of assistance, tenancy, or occupancy rights on the basis of domestic violence, dating violence, sexual assault, or stalking;
- (2) compliance with confidentiality provisions set forth in section 41411(c)(4) of VAWA ([34 U.S.C. 12491\(c\)\(4\)](#));
- (3) compliance with the notification requirements set forth in section 41411(d)(2) of VAWA ([34 U.S.C. 12491\(d\)\(2\)](#));
- (4) compliance with the provisions for accepting documentation set forth in section 41411(c) of VAWA ([34 U.S.C. 12491\(c\)](#));
- (5) compliance with emergency transfer requirements set forth in section 41411(e) of VAWA ([34 U.S.C. 12491\(e\)](#)); and
- (6) compliance with the prohibition on retaliation set forth in section 41414 of VAWA ([34 U.S.C. 12494](#))

- b. Although HUD considers its definitions of "Domestic Violence" and "Stalking"<sup>139</sup> to be inclusive of the following definitions, LMHA will apply HUD's VAWA requirements

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<sup>138</sup> Although HUD has not yet engaged in rule-making related to updates to VAWA, these changes are in effect as of October 1<sup>st</sup>, 2022. For more information see the Federal Register "The Violence Against Women Act Reauthorization Act of 2022: Overview of Applicability to HUD Programs", published January 4, 2023.

<sup>139</sup> See Glossary

in a manner that encompasses the “domestic violence” definition provided by VAWA as of October 1, 2022, which adds the following:

i) **ECONOMIC ABUSE.**—The term ‘economic abuse’, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—(A) restrict a person's access to money, assets, credit, or financial information; (B) unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or (C) exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

ii) **TECHNOLOGICAL ABUSE.**—The term ‘technological abuse’ means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

c. **Prohibition on Retaliation:**

- i) No public housing agency or owner or manager of housing assisted under a covered housing program shall discriminate against any person because that person has opposed any act or practice made unlawful by the housing title of VAWA (34 U.S.C. chapter 121, subchapter III, Part L), or because that person testified, assisted, or participated in any related matter.
- ii) No public housing agency or owner or manager of housing assisted under a covered housing program shall coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under the housing title of VAWA.

d. **The right to report crimes and emergencies from one’s home:**

- i) Landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance.
- ii) Application of actual or threatened penalties to the listed protected persons based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under the laws or policies adopted or enforced by covered governmental entities is prohibited.



## GLOSSARY

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

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

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Affiliated Individual:** With respect to an individual means:

- A. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
  - B. Any individual, tenant, or lawful occupant living in the household of that individual.
- (24 CFR 5.2003)

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and childcare expenses for children ages twelve or younger. Other allowances can be given at the discretion of the housing authority.

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

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

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

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

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

**Arrest history:** A record from any jurisdiction that does not result in a conviction and includes information indicating that a person has been questioned, apprehended, taken into custody or detained, or held for investigation by a law enforcement, police, or prosecutorial agency or charged with, indicted, or tried and acquitted for a felony, misdemeanor, or other criminal offense. (Louisville Metro Council Ordinance §92.02)

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

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

**Asset Income:** Income received from assets held by family members. If assets total more than \$50,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (Also see "Imputed Asset Income.")

**Assistance Applicant:** A family or individual that seeks admission to the Public Housing Program.

**Bifurcate:** To divide a Lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and state or local law, such that certain Tenants or lawful occupants can be evicted or removed and the remaining Tenants or lawful occupants can continue to reside in the unit under the same Lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining Tenants and lawful occupants. (24 CFR 5.2003)

**Business Days:** Days the housing authority is open for business.

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

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

**Childcare Expenses:** Amounts anticipated to be paid by the family for the care of children ages twelve and younger during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

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

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned

income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Contributions:** See “In-Kind Payments.”

**Conviction history:** Information regarding one or more convictions or unresolved arrests, transmitted orally or in writing or by any other means, and obtained from any source, including but not limited to the individual to whom the information pertains or a background check report, or a record from any jurisdiction that includes information indicating that person has been convicted of a felony or misdemeanor, provided that the conviction is one for which the person has been placed on probation, fined, imprisoned, and/or paroled. (Louisville Metro Council Ordinance §92.02)

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

**Covered Housing:** For the purposes of determining compliance with HUD’s deconcentration of poverty regulations, any general occupancy, family public housing development, except for the following:

- (A) Public housing developments operated by a PHA with fewer than 100 public housing units;
- (B) Public housing developments operated by a PHA which house only elderly persons or persons with disabilities, or both;
- (C) Public housing developments operated by a PHA which consist of only one general occupancy, family public housing development;
- (D) Public housing developments approved for demolition or for conversion to tenant-based assistance; and
- (E) Public housing developments, which include public housing units operated in accordance with a HUD-approved mixed-finance plan using HOPE VI or public housing funds awarded before the effective date of this rule, provided that the PHA certifies (and includes reasons for the certification) as part of its PHA Plan (which may be accomplished either in the annual Plan submission or as a significant amendment to its PHA Plan) that exemption from the regulation is necessary to honor an existing contractual agreement or be consistent with a mixed finance plan, including provisions regarding the incomes of public housing residents to be admitted to that development, which has been developed in consultation with residents with rights to live at the affected development and other interested persons. (24 CFR 903.2)

**Covered Person:** For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant’s household, a guest, or another person under the tenant’s control.

**Currently Engaging In:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual’s behavior is current.

**Dating Violence:** Violence committed by a person:

(A) Who is or has been in a social relationship of a romantic or intimate nature with the victim;  
and

(B) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship;
- (ii) The type of relationship; and
- (iii) The frequency of interaction between the persons involved in the relationship.

**Day Laborer:** An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future. Effective on Jan 1, 2024, CFR 5.603.

**Decent, Safe, and Sanitary:** Housing that satisfies the applicable housing quality standards.

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

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

Effective Jan 1, 2024, **Dependent** is defined as A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student.

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

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

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

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

**Disabled Person:** See "Person with Disabilities."

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

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

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former Spouse or Intimate Partner of the Victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a Spouse or Intimate Partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an Adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. (24 CFR 5.2003)

**Dru Sjodin National Sex Offender Database:** Located at <http://www.nsopw.gov> and coordinated by the U.S. Department of Justice, this database is a cooperative effort between jurisdictions hosting public sex offender registries and the federal government and is available free of charge to the public. These jurisdictions include the 50 states, U.S. Territories, the District of Columbia, and participating tribes. Once a user has accessed the website, they may submit a single query to obtain information about a sex offender's registration nationwide across all participating jurisdictions.

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

**Drug-Related Criminal Activity:** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

**Economic Self-Sufficiency Program:** Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403) Using the regulatory flexibility provided through its MTW Agreement and approved through its MTW Annual Plan, in certain cases the LMHA has lowered the threshold age used to define an elderly family from at least age 62 to at least age 55. The notations 55+ and 62+ are used throughout this ACOP to denote the age threshold applicable in each case.

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

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act) Using the regulatory flexibility provided through its MTW Agreement and approved through its MTW Annual Plan, in certain cases the LMHA has lowered the threshold age used to define an elderly



person from at least age 62 to at least age 55. The notations 55+ and 62+ are used throughout this ACOP to denote the age threshold applicable in each case.

**Enterprise Income Verification (EIV) System:** A web-based application that provides PHAs with employment, wage, unemployment compensation, and social security benefit information for tenants who participate in the Public Housing Program. Use of the system is mandated by HUD to verify tenant employment and income information during mandatory reexaminations of family composition and income. Use of the system is intended to reduce administrative and subsidy payment errors.

**Emancipated Minor:** A minor (person under the age of 18) who has been released from the custody and control of their parents and vested with contractual capacity as determined by state or local law.

**Extremely Low-Income Family:** A very low-income family whose Annual Income does not exceed the higher of

- A. the poverty guidelines established by the Department of Health and Human Services applicable to the Family of the size involved (except in the case of Families living in Puerto Rico or any other territory or possession of the United States); or
- B. 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low Family incomes.

(24 CFR 5.603) Extremely low-income limits can be found at:

<http://www.huduser.org/portal/datasets/il.html>

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

**Family:** Regardless of actual or perceived sexual orientation, gender identity, or marital status, the term family includes, but is not limited to, the following:

- A. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person, who may be an elderly person, a disabled person, a displaced person, a near-elderly person, or any other single person. (24 CFR 5.403)
- H. On or after January 1, 2024, the following will also be included in the definition of Family: An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act ([42 U.S.C. 675\(5\)\(H\)](#)), and is homeless or is at risk of becoming homeless at age 16 or older;

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

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

**Foster Adult** is defined as A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. (CFR 5.603, effective January 1, 2024)

**Foster Child** is defined as A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency ( e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. (CFR 5.603, effective January 1, 2024)

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

**For Cause:** Automatic grounds for denial include the following circumstances: lease violation (VB); for cause eviction (VO); and/or drug involvement (VV).

**Gender Identity:** The gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity. Perceived gender identity means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents. (24 CFR 5.100)

**Guest:** A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Guests of the resident must limit their stays to 14 calendar days per year whether or not such days are consecutive. Visits longer than 14 days are permitted only with the prior written approval of Management.

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

**Health and Medical Care Expenses:** Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. Effective on Jan 1, 2024, CFR 5.603

**Homeless:** An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- c. An individual who is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

**OR**

Any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- b. Has no other residence; and
- c. Lacks the resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing.

**OR**

any individual or family who<sup>1</sup>—

(1) is experiencing trauma or a lack of safety related to, or fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against the individual or a family member in the individual's or family's current housing situation, including where the health and safety of children are jeopardized;

(2) has no other safe residence; and

(3) lacks the resources to obtain other safe permanent housing.

**Homeless status:** An individual whose life position is without a regular, fixed, permanent place of nighttime residence. Also see **Homeless**. (Louisville Metro Council Ordinance §92.02)

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

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<sup>1</sup> Addition to the McKinney-Vento definition per VAWA 2022.

one other than household members are listed on the lease. 24 CFR 5.100 "Household", 24 CFR 966.4(d)(3)

**HUD 50058 MTW:** The HUD form that MTW housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations. Housing Authorities must retain, at a minimum, the last three years of the form 50058 MTW, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 MTW and HUD 50058-FSS and supporting documentation fulfills the record retention requirement.

**Immediate Family Member:** A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands *in loco parentis* (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Imputed Income:** For households with net family assets of more than \$50,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

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

**Income Method:** A means of calculating a family's rent based on the greater of 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent.

**Independent Contractor:** An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. (Effective on Jan 1, 2024, CFR 5.603)

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

**Law Enforcement Agency:** The National Crime Information Center (NCIC), police departments, and other law enforcement agencies that hold criminal conviction records.

**Lawful source of income:** Income to include, but not be limited to, child support, alimony, foster care subsidies, income derived from social security, grants, pension, or any form of federal, state, or local public assistance or housing assistance including, but not limited to,

section 8 vouchers, or any other form of housing assistance payment or credit whether or not such income or credit is paid or attributed directly to a landlord, and any other forms of lawful income. (Louisville Metro Council Ordinance §92.02)

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

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

A live-in aide is listed on but not a party to the lease.

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

**Medical Expenses<sup>2</sup>:** Medical expenses (of all family members of an elderly (62+) or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for service animals, and transportation for medical purposes

**Minor.** A member of the family, other than the head of family or spouse, who is under 18 years of age. (Effective on Jan 1, 2024, CFR 5.603)

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

**Mixed Population Development:** A public housing development, or portion of a development, that is reserved for elderly (55+) and disabled families.

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

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

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

**Near-Elderly Family:** A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b)) Using the regulatory flexibility provided through its MTW Agreement and approved

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<sup>2</sup> On January 1, 2025<sup>24</sup>, this definition will be removed, as it is being replaced by “Health and Medical Care Expenses” [PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 \(HOTMA\)”](#)

through its MTW Annual Plan, in certain cases the LMHA has lowered the threshold age used to define an elderly family from at least age 62 to at least age 55. In these cases, for a household to qualify as a near-elderly family, the head (including co-head), spouse, or sole member must be at least 50 years of age but below the age of 55.

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Effective January 1, 2024, **Net Family Assets** will be defined as:

(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

(3) Excluded from the calculation of net family assets are:

- (i) The value of necessary items of personal property;
- (ii) The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);

- (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
  - (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
  - (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
  - (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any “baby bond” account created, authorized, or funded by Federal, State, or local government.
  - (vii) Interests in Indian trust land;
  - (viii) Equity in a manufactured home where the family receives assistance under [24 CFR part 982](#);
  - (ix) Equity in property under the Homeownership Option for which a family receives assistance under [24 CFR part 982](#);
  - (x) Family Self-Sufficiency Accounts; and
  - (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
- (4) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household. (CFR 5.603)

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

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Other Person Under the Tenant’s Control:** For the purposes of the definition of covered person it means the person, who although not staying as a guest (as defined in this section) in the unit, is or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has



express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

**Participant:** A family or individual assisted by the Public Housing Program.

**Permanently Absent:** A person (or persons) not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

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

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

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

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

For the purpose of determining whether the person is eligible for a reasonable accommodation, the definition of person with disabilities is different than the definition used for admission (as cited above). The Fair Housing definition used for this purpose is:

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

**Premises:** For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

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

**Prior military service:** The performance of military duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty. (Louisville Metro Council Ordinance §92.02)

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Housing Choice Voucher and Public Housing programs, the processing entity is the responsibility entity.



**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

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

**Public Housing Agency:** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Reasonable Accommodation:** A change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces (24 C.F.R. 100.204)

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

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

**Responsible Entity:**

- A. For the Public Housing Program, the Housing Choice Voucher tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the public housing agency administering the program under an Annual Contribution Contract with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Effective Jan 1, 2024, **Responsible Entity** also means:

(1) For the Section 202 Supportive Housing Program for the Elderly, the "Owner" as defined in [24 CFR 891.205](#);

(2) For the Section 202 Direct Loans for Housing for the Elderly and Persons with Disabilities, the "Borrower" as defined in [24 CFR 891.505](#); and

(3) For the Section 811 Supportive Housing Program for Persons with Disabilities, the "Owner" as defined in [24 CFR 891.305](#).

**Seasonal Worker:** An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry. (Effective on Jan 1, 2024, CFR 5.603)

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

**Sexual Orientation:** One's emotional or physical attraction to the same and/or opposite sex (e.g., homosexuality, heterosexuality, or bisexuality.) (24 CFR 5.100)

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

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

**Specified Welfare Benefit Reduction:**

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

**Spouse or Intimate Partner of the Victim:** A person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship. (24 CFR 5.2003)

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- A. Fear for the person's individual safety or the safety of others; or
- B. Suffer substantial emotional distress.

(24 CFR 5.2003)

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

**Temporarily Absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds fourteen calendar days, the Housing Authority must agree to the absence.

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

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

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

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

**Total Tenant Payment (TTP):**

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

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

2. For families residing in public housing, does not include charges for excess utility consumption or other miscellaneous charges.

**Utility Allowance:** If the cost of utilities (except telephone, cable, and internet access) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

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

**VAWA:** The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the

area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Victims of Domestic Violence:** Individuals or families who have been or are being subjected to or victimized by violence by a member of the family or household. The Louisville Metro Housing Authority will require evidence that the family has been displaced as a result of fleeing violence in the home. Individuals and families are also eligible for this preference if there is proof that the individual or family is currently living in a situation where they are being subjected to or victimized by violence in the home. Evidence or proof may include a Protection from Abuse Order, police report, or written verification that the individual or family is living in an emergency shelter because the individual or family has been subjected to or victimized by violence by a member of the family or household. The following criteria are used to establish an individual's or a family's eligibility for this preference:

- A. Verified actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family or where the family has fled its housing to escape from an abuser.
- B. The most recent incident of actual or threatened violence must have occurred no more than 30 calendar days before the submission date of the pre-application.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced as a result of domestic violence.

The applicant must certify that the abuser will not reside with the applicant unless the Housing Authority gives prior written approval.

The Housing Authority will approve the return of the abuser to the household under the following conditions:

- A. The Housing Authority verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of the recurrence of violent behavior.
- B. A counselor, therapist or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

If the abuser returns to the family without approval of the Housing Authority, the Housing Authority will deny or terminate assistance for breach of the certification.

If the family requests it, the Louisville Metro Housing Authority will try to ensure that the new location of the family is concealed.

**Violent Criminal Activity:** Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the TANF program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services (CFR 260.31).

45 CFR 260.31 defines the term "assistance" to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as childcare and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

**Welfare Rent:** In "As-Paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Work or Working:** Where the head, co-head, spouse, or sole member is employed by a third party for at least the minimum wage for a minimum of 20 hours a week and has received at least one paycheck.

**Work Activity:** As defined in 42 USC 607(d), the following activities constitute “work activity”:

- (1) Unsubsidized employment;
- (2) Subsidized private sector employment;
- (3) Subsidized public-sector employment; and
- (4) Paid on-the-job training;

**Written Notification:** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless otherwise specified.

## ACRONYMS

<b>ACOP</b>	Admissions and Continuing Occupancy Policy
<b>AMI</b>	Area Median Income
<b>CBA</b>	Credit Bureau
<b>DOB</b>	Date of Birth
<b>EIV</b>	Enterprise Income Verification
<b>EOP</b>	End of Participation
<b>FBI</b>	Federal Bureau of Investigation
<b>HHS</b>	(U.S. Department of) Health and Human Services
<b>HOTMA</b>	Housing Opportunity Through Modernization Act of 2016.
<b>HUD</b>	United States Department of Housing and Urban Development
<b>INS</b>	Immigration and Naturalization Service
<b>IRS</b>	Internal Revenue Service
<b>LAP</b>	Language Access Plan
<b>LEP</b>	Limited English Proficiency
<b>LMHA</b>	Louisville Metro Housing Authority
<b>MTW</b>	Moving to Work
<b>NCIC</b>	National Crime Information Center
<b>PASS</b>	Plan to Achieve Self-Sufficiency
<b>PH/LIHTC</b>	Public Housing / Low-Income Housing Tax Credit
<b>PHA</b>	Public Housing Authority
<b>PIH</b>	(Office of) Public and Indian Housing
<b>SSA</b>	Social Security Administration
<b>SSN</b>	Social Security Number
<b>SWICA</b>	State Wage Information Collection Agency
<b>TANF</b>	Temporary Assistance for Needy Families
<b>UIV</b>	Up-front Income Verification
<b>VAWA</b>	Violence Against Women Act

## **APPENDIX A: GRIEVANCE PROCEDURE**

## LOUISVILLE METRO HOUSING AUTHORITY GRIEVANCE PROCEDURE

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### ***1.0 DEFINITIONS***

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **Grievance.** Any dispute that a resident may have with respect to the Louisville Metro Housing Authority's (LMHA) action or failure to act in accordance with the individual resident's lease or Housing Authority regulations that adversely affect the individual resident's rights, duties, welfare, or status. Grievance does not include any dispute a resident may have with the LMHA concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the LMHA; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the Housing Authority or to class grievances.
- B. **Complainant.** Any resident whose grievance is presented to the LMHA or at the development Management Office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **Elements of Due Process.** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - 2. Opportunity for the resident to examine all relevant documents, records, and regulations of the LMHA prior to the trial for the purpose of preparing a defense.
  - 3. Right of the resident to be represented by counsel;
  - 4. Opportunity for the resident to refute the evidence presented by the LMHA including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense that the resident may have; and
  - 5. A decision on the merits.
- D. **Hearing Officer.** A person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **Promptly.** As used in section 3.0, and 4.4, the time period indicated in a notice from the LMHA of a proposed action that would provide the basis for a grievance.



F. **Resident.** The adult person (or persons) other than a live-in aide:

1. Who resides in the unit and who executed the lease with the LMHA as lessee of the premises; or, if no such person now resides in the premises,
2. Who resides in the unit and who is the remaining head of household of the resident family.

G. **Resident Council.** An elected group of public housing residents organized to represent resident interests. The role of a resident council is to improve the quality of life and resident satisfaction and participate in self-help initiatives to enable residents to create a positive living environment for families living in public housing

## **2.0 RIGHT TO A HEARING**

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

## **3.0 PROCEDURES PRIOR TO A HEARING**

Any grievance shall be promptly and personally presented, either orally or in writing, to the LMHA Central Office or to the development Management Office so that the grievance may be discussed informally and settled without a hearing. It may be simply stated, but shall specify:

1. The particular grounds upon which the grievance is based;
2. The action requested; and
3. The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

This grievance must be presented within ten calendar days of the occurrence or non-occurrence of the event. A summary of such discussion shall be prepared within seven calendar days and one copy shall be given to the resident and one retained in the Housing Authority's resident file. The summary shall specify the names of the participants, the date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

## **4.0 PROCEDURES TO OBTAIN A HEARING**

### **4.1 REQUEST FOR HEARING**

If the complainant is dissatisfied with the proposed disposition of the grievance, within seven calendar days from the date of the mailing of the summary of the discussion pursuant to section

3.0, the resident shall submit a written request for a hearing to the Central Office or to the development Management Office. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

#### **4.2     *SELECTION OF A HEARING OFFICER***

A grievance hearing shall be conducted by an impartial person appointed by the LMHA other than a person who made or approved the action under review or a subordinate of such a person.

The LMHA shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

#### **4.3     *FAILURE TO REQUEST A HEARING***

If the resident does not request a hearing within seven calendar days, then the LMHA's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

#### **4.4     *HEARING PREREQUISITE***

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

#### **4.5     *ESCROW DEPOSIT***

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the LMHA claims is due, the resident shall pay to the Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the LMHA until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right

the resident may have to contest the LMHA's disposition of their grievance in any appropriate judicial proceeding.

#### **4.6 SCHEDULING OF HEARINGS**

Upon the resident's compliance with this section, within ten calendar day the Hearing Officer shall schedule a hearing for a time and place reasonably convenient to both the resident and the LMHA. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

#### **5.0 PROCEDURES GOVERNING THE HEARING**

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any LMHA documents, including records and regulations, that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Housing Authority does not make the document available for examination upon request by the resident, the LMHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the LMHA or development management, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority or development management relies, limited to the issues for which the complainant has received a hearing; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or the LMHA fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Housing Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the LMHA action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer shall require the LMHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

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

The following accommodation will be made for persons with disabilities:

- A. The LMHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

#### **6.0 *INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS***

The participant family may request that the LMHA provide for an informal hearing after the family has notification of the Department of Immigration and Naturalization Services' (INS) decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within thirty days of receipt of the *Notice of Denial or Termination of Assistance*, or within thirty days of receipt of the INS appeal decision.

#### **7.0 *DECISION OF THE HEARING OFFICER***

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within seven calendar days after the hearing. A copy of the decision shall be sent to each the resident and the LMHA. The Housing Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the LMHA and made available for inspection by a prospective complainant, their representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the LMHA who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern the LMHA action or failure to act in accordance with or involving the resident's lease or Housing Authority regulations, which adversely affect the resident's rights, duties, welfare, or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, LMHA regulations, or requirements of the Annual Contributions Contract between the Housing Authority and the U.S. Department of Housing and Urban Development (HUD).

A decision by the Hearing Officer or Board of Commissioners in favor of the LMHA or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving an LMHA notice of termination of tenancy, and the hearing officer upholds the Housing Authority action, the LMHA shall not commence an eviction action until it has served a notice to vacate to the tenant.

In no event shall the notice to vacate be issued prior to the decision of the hearing official having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

## **APPENDIX B: LANGUAGE ACCESS PLAN**

## **LANGUAGE ACCESS PLAN** **FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

### ***A. PLAN STATEMENT***

Executive Order 13166 requires that agencies receiving federal assistance ensure the accessibility of their programs and services to all eligible clients including persons with limited English proficiency. The Louisville Metro Housing Authority (LMHA) developed this Language Access Plan to provide meaningful access to its programs and activities by persons with limited English proficiency. In accordance with federal guidelines the LMHA will make reasonable efforts to provide or arrange free language assistance for its clients with limited English proficiency, including applicants, recipients, and/or persons eligible for public housing, the Housing Choice Voucher (HCV) Program, and other Housing Authority programs.

### ***B. MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS***

Meaningful access is free language assistance in accordance with federal guidelines. The LMHA will periodically assess and update the following four-factor analysis, which examines:

1. The number or proportion of persons with limited English proficiency eligible to be served or likely to be encountered by LMHA;
2. The frequency with which persons with limited English proficiency who use a particular language encounter LMHA;
3. The nature and importance of the LMHA program, activity, or service to the person's life; and
4. The Housing Authority's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

### ***C. LANGUAGE ASSISTANCE***

A person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English may be a person with limited English proficiency and may be entitled to language assistance with respect to LMHA programs and activities.

Language assistance includes:

1. Interpretation, which means oral or spoken transfer of a message from one language into another language; and/or
2. Translation, which means the written transfer of a message from one language into another language.

LMHA staff will take reasonable steps to provide the opportunity for meaningful access to clients with limited English proficiency who have difficulty communicating in English. If a client asks for language assistance, and the LMHA determines that the client has limited English proficiency, and that language assistance is necessary to provide meaningful access, the LMHA will make reasonable efforts to provide free language assistance. If reasonably possible, the LMHA will provide the language assistance in the client's preferred language.

The LMHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

The LMHA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

## 1. Translation of Documents

The LMHA will weigh the costs and benefits of translating documents for potential groups with limited English proficiency, considering the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in a group of persons with limited English proficiency, and other relevant factors. The LMHA will undertake this examination when an eligible group with limited English proficiency constitutes 5% of an eligible client group (for example, 5% of HCV households) or 1,000 persons, whichever is less.

- a. *Translation of Documents Vital to Applicants and Potential Applicants*  
Per the U.S. Census Bureau's 2019 five-year American Community Survey, in the Louisville Metropolitan Statistical Area, the following single-language populations with limited English proficiency contain more than 1,000 persons:<sup>1</sup>

Language Spoken by Group	Number of Individuals in Group	Group as Percent of Louisville's Total Population (1,386,761)
Spanish	22,016	1.6%
African-Language <sup>2</sup>	2,094	0.2%
Chinese	1,257	0.1%
Arabic	1,429	0.1%
Vietnamese	1,755	0.1%
Russian	1,156	0.1%
Nepali, Marathi, other Indic Languages	1,420	0.1%

<sup>1</sup> Data element B16001: "Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over." Reports population speaking English less than "very well."

<sup>2</sup> As per the Louisville Metro Government Office of Globalization, the largest proportion of African Languages spoken in Jefferson County include Swahili, Burundi, and African dialects of French.



Weighing the costs and benefits of translating documents for the above-referenced groups with limited English proficiency, including the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in each group, and other relevant factors, the LMHA has decided that it will provide as-needed translations upon request for the pre-application form and selected mailings and documents to applicants and potential applicants.

While the LMHA does not believe that written translation of documents into other languages is warranted at this time, the Housing Authority will regularly monitor any changes to the size of these populations and modify this Language Access Plan as appropriate.

*b. Translation of Documents Vital to Residents / Participants*

Within the Housing Authority's Public Housing and Housing Choice Voucher Programs, no single-language group with limited English proficiency currently includes more than 1,000 persons or comprises more than 5% of participants. Utilizing records from translation services from 2019- February 2022, Arabic, Somali, and Spanish were the most requested translation. However, over the three years, translation for these three languages combined totaled 605 times or approximately 16 times per month for each of those languages. LMHA has translations into Spanish of preapplications for both programs. The LMHA has no plans to translate additional documents vital to households into additional languages at this time.

While the populations of limited English proficiency speakers residing in LMHA housing is currently not significant enough to warrant written translation of documents vital to these residents / participants, the Housing Authority will regularly monitor the size of these language groups and modify this Language Access Plan as appropriate.

*c. Translation of Documents Generally*

The LMHA will conduct periodic reviews of its written documents that are generally available to and used by the general public, applicants, and residents / participants for the purpose of assessing the importance of those documents to its clientele including persons with limited English proficiency. As opportunities arise, the LMHA may work with other housing authorities to share the costs of translating common documents into languages other than English.

LMHA staff can access translations of standard HUD housing documents in a variety of languages at the following web address:

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/17lep](https://www.hud.gov/program_offices/fair_housing_equal_opp/17lep)

The LMHA will consider technological aids such as Internet-based translation services, which may provide helpful, although perhaps not authoritative, translations of written materials.

## **2. Formal Interpreters**

The LMHA will develop and maintain a register of interpreters and translators for staff to use when language services are required for persons with limited English proficiency (see attachment). At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis used earlier.

Formal interpreters shall be used at the following:

- a. Formal hearings for denial of admission to public housing;
- b. Informal settlement conferences and formal hearings for termination of public housing; and
- c. Hearings or conferences concerning denial or termination of HCV Program participation.

To address the needs of the Housing Authority's Limited English Proficiency speakers, the LMHA has a per-use contract with an interpreter service, who interprets these languages. This formal interpreter is available to residents / participants any time they interact with LMHA staff.

## **3. Informal Interpreters**

- a. Informal interpreters may include the family members, friends, legal guardians, service representatives, or advocates of the client with limited English proficiency. LMHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However, in many circumstances, informal interpreters, especially children, are not capable of providing high-quality, accurate interpretation. There may be issues of confidentiality, competency, or conflict of interest;
- b. A person with limited English proficiency may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the LMHA. If possible, the Housing Authority should accommodate a client's request to use an informal interpreter in place of (or in addition to) a formal interpreter; and
- c. If a client with limited English proficiency wants to use their own informal interpreter, the LMHA reserves the right to also have a formal interpreter present.

## ***D. MONITORING***

The LMHA will review and revise this Language Access Plan periodically. This review will include:

1. Reports from the Housing Authority's computer business systems on the number of LMHA clients with limited English proficiency, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations;
2. Reports from the computer business systems and other sources listing the languages used by clients with limited English proficiency;
3. A determination as to whether 5% or 1,000 persons from a LMHA client group speak a specific language, which triggers consideration of document translation needs as described above; and
4. An analysis of staff requests for contract interpreters, to include the number of requests, languages requested, costs, etc.

***E. LANGUAGE ACCESS PLAN DISTRIBUTION AND TRAINING***

This Language Access Plan will be:

1. Incorporated into the Housing Authority's Admissions & Continued Occupancy Policy (ACOP) and HCV Administrative Plan as an Appendix;
2. Distributed to all LMHA supervisors;
3. Available in LMHA offices; and
4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with potential applicants, applicants, and clients with limited English proficiency.

## INTERPRETER REFERRAL SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

Executive Order 13166 requires that agencies receiving federal assistance ensure meaningful access to their programs and services to all eligible potential applicants, applicants, and clients including persons with limited English proficiency. Persons who cannot read or speak English well must receive assistance in a language that they can understand.

In accordance with federal guidelines, the LMHA will make reasonable efforts to provide or arrange free language assistance for its clients with limited English proficiency, including applicants, recipients, and/or persons eligible for the Public Housing, Housing Choice Voucher, and other LMHA programs.

When interacting with persons who do not speak English, provide them with the “I speak” cards, which are available for download at:

<http://www.lep.gov/ISpeakCards2004.pdf>

Once you have identified the language that the individual speaks, you should contact:

- For a client whose primary language is **any other spoken language than English**:  
Language Line Services  
Phone: 1-866-874-3972  
Client ID#: 548089
- For a client whose primary form of communication is **sign language**:  
Rauch, Inc.  
Phone: (502) 550-5384

**Note:** The fact that an individual speaks a native language other than English does not necessarily make them a person with limited English proficiency. Many persons whose native language is not English are also fluent in English. You will need to determine from the individual whether or not they have limited English proficiency.

## **APPENDIX C: POLICY AGAINST TRESPASSING**

## LOUISVILLE METRO HOUSING AUTHORITY POLICY AGAINST TRESPASSING

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### **1.0 PURPOSE**

The Louisville Metro Housing Authority (LMHA) has always been firmly committed to providing a safe and healthy living environment for our public housing residents. Families should feel protected in and around their homes, and children must have a safe place to play. To enhance the security of residents, LMHA staff, and all others who have a legitimate purpose for entering LMHA property, the Housing Authority and the Louisville Metro Police Department (LMPD) together enforce this policy against trespassing.

Only lawfully residing residents or persons visiting with lawful social or business reasons are permitted to be on the grounds of LMHA public housing developments.

The LMHA welcomes visits by lawful guests of residents and by those conducting lawful business on Housing Authority properties. However, any person who has specifically been told by the LMHA or the LMPD that they are banned from LMHA property, cannot visit. If such a person enters LMHA property, they will be considered a trespasser and will be prosecuted as such.

The enforcement of this policy is an important public safety tool for the LMHA as it helps to ensure the protection of families living within our public housing communities.

### **2.0 DEFINITIONS**

**A. Public Housing Property.** Public housing property includes, but is not limited to, all buildings, common areas, management offices, grounds, and parking lots located within the geographical boundaries of an LMHA public housing development. Public housing property owned and/or maintained by the LMHA is private property. Signs have been posted at all LMHA public housing developments to clearly identify them as private property.

**B. Trespass.** The Kentucky Revised Statutes (KRS) define Trespass as follows:

1. General Provisions.

- a. A person "enters or remains unlawfully" in or upon premises when he is not privileged or licensed to do so. (KRS 511.090(1))
- b. A person who, regardless of his intent, enters or remains in or upon premises which are at the time open to the public does so with license or privilege unless he defies a lawful order not to enter or remain personally communicated to him by the owner of such premises or other authorized person. (KRS 511.090(2))

- c. A license or privilege to enter or remain in or upon premises which are only partly open to the public is not a license or privilege to enter or remain in or upon a part of the premises which is not open to the public. (KRS 511.090(3))

*Criminal Trespass in the First Degree.* A person is guilty of criminal trespass in the first degree when he knowingly enters or remains unlawfully in a dwelling. (KRS 511.060(1))

*Criminal Trespass in the Second Degree.* A person is guilty of criminal trespass in the second degree when he knowingly enters or remains unlawfully in a building or upon premises as to which notice against trespass is given by fencing or other enclosure. (KRS 511.070(1))

*Criminal Trespass in the Third Degree.* A person is guilty of criminal trespass in the third degree when he knowingly enters or remains unlawfully in or upon premises. (KRS 511.080(1))

### **3.0 APPLICATION**

The following persons are presumed to have a legitimate purpose for being on LMHA public housing property and are NOT subject to a Trespass Notice barring them from public housing property, unless otherwise mandated by law:

- A. LMHA residents and members of their household listed on the lease.
- B. Invited guests of LMHA residents or household members who are accessing the development of the inviting resident or household member and while doing so are not engaged in unlawful activity or a breach of the peace, and who have not been served with an enforceable court order prohibiting contact with any Housing Authority resident, employee, or contractor.
- C. Persons who are currently employed by the LMHA while engaged in lawful behavior.
- D. Contractors to the LMHA and their employees while engaged in lawful behavior.
- E. Service providers while engaged in lawful behavior.
- F. Persons with express permission from the LMHA to be on Housing Authority property and while engaged in lawful behavior.
- G. Emergency fire, police, medical, and utility personnel.

All other persons without legitimate purpose to enter LMHA public housing property are subject to being barred from LMHA public housing property, including, but not limited to:

- A. Individuals or groups of individuals who are engaged in unlawful activity including breach of the peace, criminal harassment, drug possession or sale, stalking, vandalism, and domestic violence.

- B. Individuals or groups whose conduct constitutes a disturbance of the peaceful and quiet enjoyment of residents or otherwise threatens the health, safety, and welfare of residents, their household members, LMHA staff, or other persons lawfully on the property.
- C. Individuals or groups ordered, by any court of competent jurisdiction, not to enter onto LMHA property or to remain away from a resident, household member, Housing Authority staff member, or other person lawfully on the property.
- D. An individual or group engaging in any illegal behavior involving firearms or other deadly weapons, including, but not limited to unlawful possession, discharge, concealment, display, or use of a said firearm or deadly weapon.

Note: Anyone named on the Trespass/Ban list will remain so for a (1) year period, unless he or she, through the appeals process, is removed by the Supervisor of Safety and Investigations and with the agreement of the Director of Property Management and affected Property Managers.

#### **4.0 ENFORCEMENT**

As determined by the LMHA's authorized staff or agent, a person who has engaged in Trespass of LMHA public housing property, shall be banned for a period of one year from entering LMHA property. The person being banned may be notified orally or in writing by LMHA's staff or agent. If the banned person is a juvenile, the Housing Authority will make a reasonable effort, but is not required, to notify the banned person's parent or legal guardian.

Following the LMHA's determination to ban a person from Housing Authority property, an LMPD Police Officer or agent will complete a Trespass Notice. The Notice shall serve as notification that the Banned Person shall not enter any Housing Authority Property and that they may appeal LMHA's determination in accordance with Section 4.0 of this policy.

A photograph of the Banned Person (if available) may be maintained by the LMPD.

The names of all Banned Persons will be placed on the LMHA's Trespass/Ban List, which shall be maintained by the Housing Authority's Department of Safety and Investigations. The Trespass/Ban List will be distributed to:

- A. The LMPD,
- B. LMPD HALO Officers (Housing Authority Liaison Officers),
- C. Security Personnel at all public housing developments,
- D. Property Managers at all public housing developments, and
- E. Residents, by posting the list in each Management Office.

Residents and members of the household shall take all reasonable steps to exclude Banned



Persons from LMHA Property. Such reasonable steps include, but are not limited to, the resident notifying the LMPD and/or the Property Manager if a Banned Person is seen on Housing Authority Property or in/around the resident's dwelling unit. If it is determined that a resident or member of the resident's household invites, facilitates, or permits a Banned Person to enter LMHA Property, the resident will be in violation of the dwelling lease and subject to immediate lease termination procedures.

## **5.0 APPEALS**

The Banned Person may request a hearing to be removed from the LMHA Trespass/Ban List as indicated below:

A request for an appeal of LMHA's determination must be submitted to the LMHA's Security and Investigations Manager within three days following issuance of the Trespass Notice by the LMPD. The Housing Authority will provide the grieving party with the date, time, and place of the hearing within a reasonable amount of time. Should the grieving party fail to appear at the hearing, the determination of the LMHA shall be final.

The Hearing Officer shall be the Supervisor of Safety and Investigation or their designee, who will review each appeal and conduct a hearing.

The Supervisor of Safety and Investigation or their designee will make a final determination that will be provided to the grieving party in writing. A copy of the final determination will also be delivered to the LMPD and to the Property Manager of the development where the offensive activity occurred.

If it is the determination of the Supervisor of Safety and Investigation that the Banned Person should be removed from the Trespass/Ban List, the Executive Director may remove them from the Trespass List fully or for a probationary period of one year.

In extenuating circumstances and for good cause, the Supervisor of Safety and Investigation may permit Banned Persons to enter certain LMHA Property under restrictive visitation conditions. For example, a banned person may be permitted to visit their child or an ailing family member. At the sole discretion of the Housing Authority, the Banned Person may be required to check in and out with the Property Management Office; be permitted to visit the property only during certain hours; and/or may be subject to any other restrictive conditions determined appropriate by the Housing Authority to protect the safety, health, and well-being of public housing residents and LMHA staff.

## **6.0 REMOVAL FROM BAN LIST**

Persons listed on the Trespass/Ban List may only be removed by the Supervisor of Safety and Investigations and with the agreement of the Director of Property Management and affected Property Managers.

## **APPENDIX D: FAIR MARKET RENT SCHEDULE, FLAT RENT SCHEDULE, AND STANDARD MEDICAL DEDUCTION**

**FAIR MARKET RENT SCHEDULE**  
(Effective October 1, 202~~32~~<sup>32</sup>)

Number of Bedrooms	Fair Market Rent FY202 <del>43</del> <sup>43</sup>
0	\$ <del>977</del> <sup>76</sup>
1	\$ <del>1,077</del> <sup>876</sup>
2	\$ <del>1,301</del> <sup>052</sup>
3	\$ <del>1,170</del> <sup>1395</sup>
4	\$ <del>1,955</del> <sup>602</sup>

**FLAT RENT SCHEDULE<sup>1</sup>**  
*For Developments Where LMHA Pays Utility Costs on Tenant's Behalf<sup>2</sup>*  
(Effective January 1, 202~~43~~<sup>43</sup>)

Number of Bedrooms	Flat Rent FY202 <del>43</del> <sup>43</sup>
0	\$ <del>781</del> <sup>624</sup>
1	\$ <del>862</del> <sup>704</sup>
2	\$ <del>1041</del> <sup>842</sup>
3	\$ <del>1,361</del> <sup>446</sup>
4	\$ <del>1,564</del> <sup>282</sup>

**STANDARD MEDICAL DEDUCTION<sup>3</sup>**

The standard medical deduction is updated on January 1 of each year. For calendar year 202~~43~~<sup>43</sup>, the monthly Medicare/Medicaid Part B premium for individual tax return of \$~~10397~~<sup>97</sup>,000 or less or joint tax return of \$~~206194~~<sup>194</sup>,000 or less:  
**\$~~1764.7090~~<sup>7090</sup>/month or \$~~12,096978.4080~~<sup>978.4080</sup>/year**

<sup>1</sup> PIH Notice 2017-23 (HA).

<sup>2</sup> Flat Rate Rent Schedules for sites where residents pay a portion of utilities are available at that site's management office.

<sup>3</sup> **88 FR 71555**~~https://www.medicare.gov/your-medicare-costs/part-b-costs~~

## **APPENDIX E: NO SMOKING POLICY**

## LOUISVILLE METRO HOUSING AUTHORITY

### NO SMOKING POLICY

*The Housing Authority's "No-Smoking Policy" applies to all public housing residents except those living at mixed-finance developments or in buildings where LMHA owns only a portion of the units. Public housing residents living at these excepted locations will continue to be subject to any applicable site-based no-smoking policy.*

*Notwithstanding the above, the dwelling units in the Liberty Green Community Center will be subject to this No-Smoking Policy.*

Due to the increased risk of fire, increased maintenance costs, the health effects of secondhand smoke, and to comply with HUD no-smoking requirements,<sup>1</sup> LMHA is adopting this No-Smoking Policy **effective July 30, 2018**, after which date the use of Prohibited Tobacco Products is banned in all Restricted Areas. This Policy applies to all residents, members of residents' households, residents' guests, and any other person under the tenant's control, as well as to visitors, service personnel, and employees.

The term "Prohibited Tobacco Product" means any item that involves the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes. The term Prohibited Tobacco Product also includes any waterpipe (hookah) and any Electronic Nicotine Delivery System, such as any e-cigarette, e-cigar, e-pipe, or vape pen.

The term "Restricted Area" means any living unit and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as outdoor areas within 25 feet from living units and administrative office buildings. In cases where the LMHA property boundary is less than 25 feet from a given building, the Restricted Area shall extend to the property boundary. In addition, Restricted Areas may include other areas of the rental property if such additional areas have also been designated as locations where the use of Prohibited Tobacco Products is banned.

Residents are responsible for the actions of their household, their guests, and other persons under the tenant's control. Failure to adhere to any conditions of this No-Smoking Policy will constitute a violation of the resident's Lease Agreement.

Without limiting the other remedies available to LMHA for violations of the Lease Agreement, any resident who uses a Prohibited Tobacco Product in a Restricted Area or any resident whose

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<sup>1</sup> 81 FR 87430 *Instituting Smoke-Free Public Housing*, 5 December 2016; PIH 2017-03, *HUD Guidance on Instituting and Enforcing Smoke-Free Public Housing Policies*

household member, guest, or other person under the tenant's control uses a Prohibited Tobacco Product in a Restricted Area, will be charged according to the following schedule:

	<b>Fee</b>
1 <sup>st</sup> Violation	Warning letter only (no fee)
2 <sup>nd</sup> Violation	\$15.00
3 <sup>rd</sup> Violation	\$30.00
4 <sup>th</sup> and Subsequent Violations	\$45.00

Rental property management will provide written notice of all violations and charges. Notification will be mailed to the resident a minimum of 30 days prior to when the charge is due. All charges must be paid in full once they appear on the monthly rent statement.

Repeated violations may result in Lease termination if resident compliance with the No-Smoking Policy cannot be obtained over a reasonable period of time.

As further provided in the Housing Authority's Grievance Procedures, residents have an opportunity for a hearing on a grievance of any proposed adverse action against the resident.

## **APPENDIX F: PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING POLICY**

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development  
OMB Approval No. 2577-0286  
Expires until further notice

**Louisville Metro Housing Authority<sup>1</sup>**  
**Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Louisville Metro Housing Authority (LMHA)** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protections for Applicants**

If you otherwise qualify for assistance under **LMHA**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under **LMHA**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **LMHA** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

**Removing the Abuser or Perpetrator from the Household**

**LMHA** may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If **LMHA** chooses to remove the abuser or perpetrator, **LMHA** may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, **LMHA** must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing. In removing the abuser or perpetrator from the household, **LMHA** must follow Federal, State, and local eviction procedures. In order to divide a lease, **LMHA** may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

**Moving to Another Unit**

Upon your request, **LMHA** may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, **LMHA** may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

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<sup>1</sup> The notice uses **LMHA** for housing provider but the housing provider should insert its name where **LMHA** is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.**

If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

**LMHA** will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. **LMHA**'s emergency transfer plan provides further information on emergency transfers, and **LMHA** must make a copy of its emergency transfer plan available to you if you ask to see it.

#### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

**LMHA** can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from **LMHA** must be in writing, and **LMHA** must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. **LMHA** may, but does not have to, extend the deadline for the submission of documentation upon your request. You can provide one of the following to **LMHA** as documentation. It is your choice which of the following to submit if **LMHA** asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by **LMHA** with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that **LMHA** has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, **LMHA** does not have to provide you with the protections contained in this notice. If **LMHA** receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), **LMHA** has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, **LMHA** does not have to provide you with the protections contained in this notice.

#### **Confidentiality**

**LMHA** must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA. **LMHA** must not allow any individual administering assistance or other services on behalf of **LMHA** (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. **LMHA** must not enter your information into any shared database or disclose your information to any other entity or individual. **LMHA**, however, may disclose the information provided if:

- You give written permission to **LMHA** to release the information on a time limited basis.
- **LMHA** needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires **LMHA** or your landlord to release the information.

VAWA does not limit **LMHA**'s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

#### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, **LMHA** cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking. The protections described in this notice might not apply, and you could be evicted, and your assistance terminated, if **LMHA** can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If **LMHA** can demonstrate the above, **LMHA** should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

#### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

#### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violation of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **the local HUD field office at 601 West Broadway, Rm 110; Louisville, KY 40202 or (502) 582-5251.**

#### **For Additional Information**

- You may view a copy of HUD's final VAWA rule at <https://www.hud.gov/sites/documents/5720-F-03VAWAFINRULE.PDF>. Additionally, **LMHA** must make a copy of HUD's VAWA regulations available to you if you ask to see them.
- For questions regarding VAWA, please contact **Assistant Director of Leased Housing (Section 8) at 502-569-4901 or Director of Property Management (Public Housing) at 502-569-3400.**
- For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **The Center for Women and Families toll-free crisis line at 1-844-BE-SAFE-1 (or 1-844-237-2331 x1). The crisis line is available 24 hours a day/365 days a year. The Center for Women and Families serves violence victims and are available regardless of perceived or actual gender identity or sexual orientation.**
- For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.
- For help regarding sexual assault, you may contact **The Center for Women and Families**
- Victims of stalking seeking help may contact **The Center for Women and Families.**

**Louisville Metro Housing Authority**  
**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

**Emergency Transfers**

**Louisville Metro Housing Authority (LMHA)** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>151</sup> **LMHA** allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>152</sup> The ability of **LMHA** to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether **LMHA** has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

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

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

**Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify **LMHA's** management office and submit a written request (Form HUD-5383) for a transfer to **Section 8; 600 S. 7<sup>th</sup> St.; Louisville, KY 40203 OR Public Housing; 420 S 8<sup>th</sup> St.; Louisville, KY 40203.** **LMHA** will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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<sup>151</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>152</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under LMHA's program;  
OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

LMHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives LMHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about LMHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

LMHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. LMHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. LMHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If LMHA has no safe and available units for which a tenant who needs an emergency is eligible, LMHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, LMHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

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

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants may also contact the Center for Women and Families 24 hours a day, 365 days a year through their toll-free crisis line at 1-844-BE-SAFE-1 (1-844-237-2331 x1).

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

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

For help regarding sexual assault or stalking, you may contact the Center for Women and Families 24 hours a day, 365 days a year through their toll-free crisis line at 1-844-BE-SAFE-1 (1-844-237-2331 x1)

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286  
Expires until further notice

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**VIOLENCE, DATING VIOLENCE  
OR STALKING**

**U.S. Department of Housing  
and Urban Development  
Office of Housing**

OMB Approval No. 2502-0204  
Exp. 6/30/2017

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION  
ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed

and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date



## **APPENDIX G: TEMPORARY RELOCATION LEASE ADDENDUM**

## LMHA TEMPORARY RELOCATION POLICY

### LEASE ADDENDUM

In limited cases of redevelopment and/or revitalization, an appropriately sized unit may not be immediately available. LMHA will offer affected public housing families, or the “lessee”, a choice of another public housing unit, a scattered site unit, or a Section 8 voucher. In some cases, an appropriately sized unit may not be immediately available. LMHA may offer the family a unit that is one bedroom larger than the authorized unit size under LMHA’s occupancy standards.

- A. Lessee agrees and acknowledges that the unit that is larger than the authorized unit under LMHA’s occupancy standards is not a permanent housing assignment.
- B. After at least one year and if an appropriately sized unit is located, the lessee will be given a 30-calendar day notice to relocate to the appropriately sized identified unit.
- C. After the expiration of the 30-calendar day period, the lessee will be transferred to the appropriately sized identified unit within 5 days.
- D. Should the lessee refuse to transfer to the appropriately sized identified unit, LMHA will terminate the lease.
- E. If the lessee has opted for flat rent, the lessee will continue to pay the flat rent amount for the unit size that the family is eligible for immediately prior to relocation.
- F. The cost of relocation to the appropriately sized identified unit will be borne by LMHA.

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Property Manager \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX H: EVICTION DIVERSION PROGRAM**

### **LMHA AND LEGAL AID SOCIETY EVICTION DIVERSION PROGRAM**

LMHA, in partnership with the Legal Aid Society, offers eligible residents the opportunity to participate in a diversion program in which both the resident and LMHA are provided the opportunity to determine if the matter may be resolved without termination of the resident's lease.

- A. Representation in the process is provided, free of charge, to eligible residents by the Legal Aid Society.
- B. The Eviction Diversion Program relates to For-Cause lease terminations only
  - a. Potential non-payment evictions will be addressed internally through LMHA's Eviction Prevention protocols.
- C. Participation in the program is completely voluntary.
  - a. Signing the agreement to participate in the program does not constitute an admission on the Tenant's part of any wrongdoing or lease violation.
  - b. If an agreement to participate is not reached by the Tenant and LMHA as part of the diversion process, both parties retain all rights afforded by the law in the eviction process.
  - c. Examples of agreements a Tenant in the program could make in exchange for LMHA's agreement to not terminate the lease include:
    - i. no further lease violations
    - ii. completion of anger/conflict management classes
    - iii. participation in alcohol or substance abuse treatment
    - iv. agreement to move to a different LMHA residence
    - v. no contact with a particular resident
    - vi. other conditions agreed upon by both parties
  - d. Eligible Tenants must complete the program in order to not have their lease terminated.
- D. Tenants who wish to participate in the program will complete the Eviction Diversion Program Resident Referral form (attached below).
  - a. Both the Tenant and the Property Manager of their LMHA residence must sign the completed form.
  - b. The form is then sent to the Legal Aid Society wherein they will determine if the Tenant is eligible for the program.
  - c. The Tenant then has seven (7) calendar days to contact Legal Aid Society (502-584-1254) and inform them that they were referred to the program.
  - d. Failure of the Tenant to contact Legal Aid Society within seven (7) calendar days could result in LMHA filing an eviction or initiating any other process allowed by law as the result of the Tenant's alleged violations of the lease.
  - e. Any agreement reached during the Eviction Diversion Program must be signed within seven (7) calendar days of reaching the agreement.



### Eviction Diversion Program Resident Referral

Date: \_\_\_\_\_  
Resident Name: \_\_\_\_\_ Client # \_\_\_\_\_ Unit # \_\_\_\_\_  
Address: \_\_\_\_\_

Dear \_\_\_\_\_:

You are receiving this notice because the Louisville Metro Housing Authority (LMHA) believes you are in violation of your Louisville Metro Housing Authority lease agreement.

### **MATERIAL NON-COMPLIANCE WITH THE RENTAL AGREEMENT OR RESIDENT RULES**

The specific facts regarding your alleged lease violation(s) are as follows:

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Date(s) of Incident or Violation was:

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Provision(s) of Lease Violated: Section: \_\_\_\_\_.

Please be advised that the above violations may be grounds for lease termination.

## EVICTIION DIVERSION PROGRAM-OFFER TO PARTICIPATE

As an alternative to receiving a lease termination notice you are being offered the opportunity to participate in an Eviction Diversion Program. **LMHA, in partnership with the Legal Aid Society, offers eligible residents the opportunity to participate in a diversion process in which both the resident and LMHA are provided the opportunity to determine if the matter may be resolved without termination of the resident's lease.** Representation in this process is provided to eligible residents by the Legal Aid Society. This is a completely voluntary program and you are not required to agree to participate.

If you choose to participate, you and your property manager will need to complete and sign the form below and this matter will be referred to the Legal Aid Society. Legal Aid Society will then conduct an assessment to determine if you are eligible for Eviction Diversion services and representation by the Legal Aid Society. **In order to participate, you must contact the Legal Aid Society within seven (7) days of the referral.** You may make this contact by calling the Legal Aid Society Intake Department at (502) 584- 1254 and advising that you have been referred by the Louisville Metro Housing Authority for the Eviction Diversion Program. Failure to contact Legal Aid Society to move forward with this alternative to eviction process may result in LMHA filing an eviction or initiating any other process allowed by law as the result of your alleged violations of the lease.

Signing this agreement to be referred to the Eviction Diversion Program does not constitute an admission on your part of any wrong-doing or lease violation. It merely signifies your agreement to participate in the Eviction Diversion Program as an alternative to LMHA proceeding with an eviction. If an agreement is not reached by you and LMHA as part of the Diversion process both you and LMHA will retain all rights afforded by the law in reference to this matter.

Some examples of agreements reached in diversion may include LMHA's agreement to not terminate the lease conditioned upon no further lease violations; completion of anger/conflict management classes, undertaking substance/alcohol abuse treatment; an agreement to move to a different LMHA residence; no contact with a particular resident; or other conditions that you and LMHA may agree to in order to prevent further lease violations or conflict.

If you are determined to be eligible you will be required to commit to and complete the program requirements as an alternative to lease termination. **Failure to commit to or complete the requirements of the program will be grounds for lease termination. Any agreement reached during the Eviction Diversion Program must be signed within seven (7) days of reaching the agreement.** Otherwise, it will be assumed that you have declined to enter into the agreement.

LMHA Manager – email form to [spope@laslou.org](mailto:spope@laslou.org) and [jyoung@laslou.org](mailto:jyoung@laslou.org)

**Notice of Right of Reasonable Accommodation:** If you or someone else in your household has a disability – and as a result of this disability, this person needs a reasonable accommodation in order to participate fully in the Public Housing Program– please contact the Ombudsman to discuss accommodation options. The Ombudsman of the Public Housing program can be reached at (502) 569-1168. TDD 502-587-0831.



LMHA Management will pursue lease termination if you do not return this form within (7) calendar days of the date of this notice, choose not to participate in the program, or you are determined by Legal Aid to be ineligible for the Eviction Diversion Program.

## RESIDENT EVICTION DIVERSION PROGRAM REFERRAL

I, \_\_\_\_\_ (resident full name) agree to be referred to participate in the Eviction Diversion Program in accordance with the terms noted previously in this document and this referral form. **I understand that I must contact the Legal Aid Society at (502) 584-1254 within seven (7) calendar days of signing this referral form.** When I call Legal Aid, I will ask to be directed to the Intake Unit and advise that I have been referred by LMHA to participate in the Eviction Diversion Program.

☐ **Yes**, I would like to see if I am eligible to participate in the Eviction Diversion Program.

☐ **No**, I do not want to participate in the Eviction Diversion Program.

Resident Signature: \_\_\_\_\_

Manager Signature: \_\_\_\_\_

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

### RESIDENT CONTACT INFORMATION:

\_\_\_\_\_ Street Address  
Louisville, KY \_\_\_\_\_ Zip  
\_\_\_\_\_ Resident Phone Number  
\_\_\_\_\_ Resident Email Address  
\_\_\_\_\_ Alternate contact\* name  
\_\_\_\_\_ Alternate contact phone number

\*friend or family member of resident who may be contacted in the event resident cannot be reached

LMHA Manager – email form to [spope@laslou.org](mailto:spope@laslou.org) and [jyoung@laslou.org](mailto:jyoung@laslou.org)

**Notice of Right of Reasonable Accommodation:** If you or someone else in your household has a disability – and as a result of this disability, this person needs a reasonable accommodation in order to participate fully in the Public Housing Program– please contact the Ombudsman to discuss accommodation options. The Ombudsman of the Public Housing program can be reached at (502) 569-1168. TDD 502-587-0831.



**APPENDIX I: PROHIBITION ON STORAGE OF GASOLINE,  
GASOLINE-POWERED VEHICLES, AND BATTERY-  
POWERED VEHICLES INDOORS OF ALL LMHA  
PROPERTIES**



1. Due to fire risks that are inherent in the storage of gasoline, gasoline-powered vehicles, and battery-powered vehicles, all these items are prohibited from being stored indoors at all LMHA properties. Any LMHA property with a garage may store such vehicles in the garage.
  - a. Any vehicle that requires gasoline to run, including, but not limited to, dirt bikes, all-terrain vehicles, mopeds, and gas-powered scooters shall not be stored indoors of any LMHA property.
  - b. Battery-powered vehicles, including but not limited to e-bikes and e-scooters, and their batteries shall not be stored or charged indoors of any LMHA property.
2. If at any point a resident is found to be in violation of this policy, the resident must remove the gasoline, gasoline-powered vehicle, and/or battery-powered vehicle immediately.
  - a. Repeated violations of this policy may result in further disciplinary action, up to and including termination.