

Albany Housing Authority
Admission And Continued Occupancy Policy (ACOP)

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ALBANY HOUSING AUTHORITY
ADMISSION AND CONTINUED OCCUPANCY POLICIES

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I. INTRODUCTION

A1.0 AUTHORITY

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, tenants, and Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

Ashley Riverside, a mixed income development, operates under a Management Plan which is in accordance with HUD regulations. If the Management Plan of Ashley Riverside conflicts with the Albany Housing Authority's Admission and Continued Occupancy Policies (ACOP), then the residents of Ashley Riverside shall be governed by the requirements of the Management Plan.

A2.0 OBJECTIVES

The objectives of this policy are to:

A. Promote the overall goal of safe, decent, and sanitary housing in good neighborhoods by:

1. Encouraging a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility.
2. Insuring the fiscal stability of the Authority.
3. Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other tenants or the physical environment of the neighborhood.

B. Facilitate the efficient management of the Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.

Terminology - The term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate.

A3.0 FAIR HOUSING

It is the policy of the Albany Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Albany 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, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under the Albany Housing Authority's programs.

To further its commitment to full compliance with applicable Civil rights laws, the Albany Housing Authority 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 the Albany Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

A4.0 REASONABLE ACCOMMODATION

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

- A) **Communication** - Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All Decisions granting or denying requests for reasonable accommodations will be in writing.

A5.0 RIGHT TO PRIVACY

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

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

A6.0 REQUIRED POSTINGS

In each of its Asset Management Project (AMP) site offices, the Albany Housing Authority 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.
- B) A listing of all the developments assigned to the respective AMP by name, address, number of units, and units designed with special accommodations.

- C) Income Limits for Admission
- D) Utility Allowance Schedule
- E) Current Schedule of Routine Maintenance Charges
- F) Dwelling Lease
- G) Grievance Procedure
- H) Fair Housing Poster
- I) Equal Opportunity in Employment Poster
- J) Any current Albany Housing Authority Notices that apply to the residents of the AMP.

II. DEFINITIONS OF TERMS

B1.0 DEFINITIONS-FAMILY

1. The term "family" as used in this policy means:

- a. A group of two or more people with or without children, related by blood, marriage, or legal adoption, who will live regularly together in the same dwelling unit in the neighborhood (including foster children and members of the family who are temporarily absent.) There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility. By definition, a family must contain a competent adult who is capable of functioning as the head of household.
- b. A single person who has attained at least age 62; or
- c. A person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act . Section 223 of the Social Security Act defines disability as:
 - 1) Inability to engage in any substantial gainful activities by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, or
 - 2) In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416 (i) (1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- d. A near elderly family which consists of a family whose head, spouse, or sole member is at least 50 years of age, but below the age of 62.
- e. Two or more elderly persons or persons with a disability living together, or one or more of these persons living with one or more live-in aides.
- f. For continued occupancy purposes only, the remaining member of a tenant family who meets all the requirements for continued occupancy.
- g. A single person who 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 under Federal Disaster relief laws; or

- h. Other single persons, but only if there are no other eligible families available to lease an apartment.
 - i. A disabled family which consists of a family whose head, spouse or sole member is at least 50 years of age, but below the age of 62.
2. Elderly Family. A family whose head or spouse (or sole member) is an elderly person. It may include two or more elderly persons living together, or one or more persons living with one or more live-in aides.
 3. The above definitions of "family" do not exclude a person living alone during the temporary absence of a family member who will later live regularly as a part of the family.
 4. A person necessarily residing with a family by reason of employment by or for such family (a) to permit the employment of a sole wage earner, or (b) for the health and welfare of a sick or incapacitated member of the family, need not be considered as a member of the family for the purpose of determining family income for eligibility or establishing the Total Tenant Payment. However, the necessity for such an arrangement must be evidenced by a doctor's certificate when health-related reasons are given for the arrangement. In all cases, the presence of such a person must be determined essential and so certified by the Authority. Under no circumstances may such an arrangement be either continued longer than necessary or permitted only for the convenience of the tenant or such employee. This provision is applicable both for admission and continued occupancy and is not restricted to elderly families.

B2.0 DEFINITIONS - ANNUAL INCOME

Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12 month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy.

Annual Income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from 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. 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;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph 2 above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments 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 payment for the delay start of a periodic payment (except as provided in deferred periodic amounts in this policy);

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in lump sum additions in this policy);

6. TANF assistance;

A. Imputed Temporary Assistance To Needy Families (TANF) income

a) A family's annual income includes the amount of inputed TANF income (because of a specified TANF benefits reduction, as specified in notice to the Albany Housing Authority by the Dougherty County Family and Children Services (DCFCS) agency plus the total amount of other annual income.

b) At the request of the Albany Housing Authority, the Dougherty County Family and Children Services will inform the Albany Housing Authority in writing of the amount and term of any specified benefit reduction for a family member, and the reason for such reduction, and will also inform the Albany Housing Authority of any subsequent changes in the term or amount of such specified TANF benefit reduction. The Albany Housing Authority will use this information to determine the amount of imputed TANF income for a family.

c) A family's annual income includes imputed TANF income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the TANF benefits reduction (as specified in information provided to the Albany Housing Authority by the Dougherty County Family and Children Services).

d) The amount of the imputed TANF income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed TANF income is reduced to zero.

e) The Albany Housing Authority will not include imputed TANF income in annual income if the family was not an assisted resident at the time of the sanction.

f) If a resident is not satisfied that the Albany Housing Authority has calculated the amount of imputed TANF income in accordance with HUD requirements, and if the Albany Housing Authority denies the family's request to modify such amount, then the Albany Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Albany Housing Authority's determination of the amount of imputed TANF income. The Albany Housing Authority'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 TANF income in order to obtain a grievance hearing.

g) Relations with the Dougherty County Family and Children Services Agency

1) The Albany Housing Authority will ask the Dougherty County Family and Children Services to inform it of any specified TANF benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent determination affecting the amount or term of a specified TANF benefit reduction. If the Dougherty County Family and Children Services Agency determines a specified TANF benefits reduction for a family member, and gives the Albany Housing Authority written notice of such reduction, the family's

annual income shall include the imputed TANF income because of the specified TANF benefits reduction.

- 2) The Albany Housing Authority is responsible for determining the amount of imputed TANF income that is included in the family's annual income as a result of the specified TANF benefits reduction as determined by the Dougherty County Family and Children Services, and specified in the notice by the welfare agency to the housing authority. However, the Albany Housing Authority is not responsible for determining whether a reduction of TANF benefits by the Dougherty County Family and Children Services was correctly determined by the welfare agency in accordance with TANF program requirements and procedures, nor for providing the opportunity for review or hearing on such agency determinations.
- 3) Dougherty County Family and Children Services agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the Dougherty County Family and Children Services normal due process procedures. The Albany Housing Authority shall rely on the Dougherty County Family and Children Services notice to the Albany Housing Authority of the welfare agency's determination of a specified TANF benefits reduction.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
8. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse, (except as provided for hazardous duty in this policy).

Annual Income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults;
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);
4. Amounts that are specifically for or in reimbursement of the cost of medical expenses;
5. Income of a Live in Aide, as defined in 24 CFR 913.102;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
8.
 - a. Amounts received under training programs funded by HUD;
 - b. Amounts received by a Disabled person 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);
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by the resident for performing a service for the PHA 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 services as a member of the Housing Authority Board of Commissioner. No resident may receive more than one such stipend during the same period of time;
 - e. 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;

9. Temporary, non-recurring or sporadic income (including gifts);
10. 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;
11. Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. a. The earnings and benefits to any family member resulting from the participation in a program, in which they enrolled prior to October 1, 1999, providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period.
b. For the purposes of this paragraph, the following definitions apply:
 - ◆ Comparable Federal, State, or local law means a program providing employment training and supportive services that (1) is authorized by a Federal, State, or local law; (2) is funded by the Federal, State, or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring employment skills.
 - ◆ Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - ◆ Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
14. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. Additionally, this exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
 - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

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

15. Deferred periodic amounts from supplemental security benefits that are received in a lump sum amount or in prospective monthly amounts;
16. 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;
17. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
18. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the

Federal Register and distributed to PHA's and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of types of benefits that qualify for the exclusion, effective November 1, 1987:

- a. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636);
- b. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- c. Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044 (g), 5058);
- d. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a); (v) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459(e));
- 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 of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504);
- g. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and
- h. Amounts of scholarships funded under Title IV including Work Study of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1 (c) (6), 236.3 (c) (6), 813.106(c) (6), and 913.106(c) (6).
- i. Payments received under the Older Americans Act of 1965
- j. Payments from Agent Orange Settlement
- k. Payments received under the Maine Indian Claims Act
- l. The value of child care under the Child Care and Development Block Grant Act of 1990
- m. Earned income tax credit refund payments.
- n. Payments for living expenses under the Americorps Program
- o. Additional income exclusions provided by and funded by the Albany Housing Authority

The Albany Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

19. For a period of 12 months, the earnings and benefits to any family resulting from new employment when the family member so employed was previously unemployed for a period of at least 12 months, and only to the extent the earnings and benefits exceed that family member's previous income. The net result being that the qualifying employment shall not cause a change in the rent charged to the family. For months 13 through 24 following the qualifying employment, one-half of the earned income exceeding the income prior to the qualifying employment shall be excluded from Annual Income.

If it is not feasible to anticipate a level of income over a 12 month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME-

-----Reserved-----

ADJUSTED INCOME - Adjusted Income means Annual Income less the following:

1. \$480 for each dependent;
2. \$400 for any elderly family;
3. For any family that is not an elderly family or a disabled family but has a member, other than the head of household or spouse, who is a person with a disability, disability assistance expenses in excess of

three percent of annual income, but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities;

4. For any elderly family or disabled family;
 - a. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent of annual income;
 - b. That has disability assistance expenses greater than or equal to three percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph 3 of this section, plus an allowance for medical expenses that is equal to the family's medical expenses;
 - c. That has disability assistance expenses that are less than three percent of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds three percent of annual income; and
5. Child care expenses;
 - a. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
6. Receipt of a Letter or Notice from HUD Concerning Income
 - A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the resident.
 - B. The Executive Director or his Designee shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
 - C. After the reconciliation is complete, the Albany Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Albany Housing Authority shall do one of the following:
 1. Immediately collect the back rent due to the agency;
 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 3. Terminate the lease and evict for failure to report income ; or
 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

7. Cooperating with Welfare Agencies

The Albany Housing Authority 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 program to achieve self-sufficiency; and
- B. To provide written verification to the Albany Housing Authority concerning TANF benefits for families applying for or receiving assistance in our housing assistance programs.

INCOME FOR ELIGIBILITY - "Income for Eligibility" for purpose of determining eligibility for admission and for statistical reporting, means "Annual Income."

INCOME FOR RENT - "Income for Rent" for the purpose of determining rents, and for statistical reporting means adjusted income; except that Annual Income is to be used in determining the 10 percent minimum rent.

B3.0 DEFINITIONS - TOTAL TENANT PAYMENT

1. Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982, except for cases in which the flat rent applies, shall be the highest of the following, rounded to the nearest dollar:
 - a. 30 percent of Monthly Adjusted Income; or
 - b. 10 percent of Monthly Income; or
 - c. \$50.00
2. Total Tenant payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.
3. In cases where flat rent applies, the Total Tenant Payment shall be the flat rent.

B4.0 DEFINITIONS - OTHER TERMS

1. **Asset Management Project (AMP).** An AMP is one or more development projects that have been designated for site based property management, separate and distinct from other properties of the Albany Housing Authority.
2. **Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. The Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.
3. **Dependent:** A member of the family (excluding 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. An unborn child shall not be considered a dependent.
4. **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.
5. **Disabled Person:** A person under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102 of the Developmental Disabilities Services Facilities Construction Amendments of 1970 (42 U.S.C. 2691 (1)).
6. **Elderly Person:** A person who is at least 62 years of age.
7. **Elderly Family:** A family whose head or spouse (or sole member) is an elderly person, or a person with a disability. It may include two or more elderly persons or persons with disabilities living together, or one or more of these persons living with one or more live-in aides.
8. **Extremely Low Income Family** - A family whose income does not exceed 30% of the median income in the area, as determined by HUD, with adjustments for family size.
9. **Flat Rent** - The market rate rent that applies to an apartment. This amount is established by the PHA in accordance with federal regulations and is subject to periodic adjustment.
10. **Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree.

11. **Head of Household:** Head of household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.
12. **Homeless Family:** Any individual or family who :
 - i. Lacks a fixed, regular, and adequate nighttime residence; and
 - ii. Has a primary nighttime residence that is;
 - a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - b) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - c) A public or private place not designed for or ordinarily used as, a regular sleeping accommodation for human beings.

A homeless family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law.

13. **Involuntary Displacement:** For purposes of determining whether an applicant is entitled to a priority for public housing admission, an applicant is or will be involuntarily displaced if he or she was vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:
 - a. A disaster, such as a fire or flood, that results in the applicant's unit being uninhabitable; or
 - b. Activity carried on by an agency of the United States or by any state or local governmental body or agency in connection with code enforcement, a public improvement, or development program.

In order to qualify for the priority based on involuntary displacement, a family must have been involuntarily displaced as defined above and not be living in "standard replacement housing", or it must be verifiable that the family will be involuntarily displaced within the next six months.

14. **Live-in Aide:** A person who resides with an elderly person or person with a disability and (a) is determined by the PHA to be essential to the care and well-being of the person(s); (b) is not obligated for support of the person(s); and (c) would not be living in the unit except to provide supportive services.
15. **Lower Income Family.** A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.
16. **Medical Expenses:** Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.
17. **Military Service:** Military service means the active military service of the United States which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the commissioned corps of the United States Public Health Service.
18. **Minor:** A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor.)
19. **Monthly Adjusted Income.** One twelfth of adjusted income.
20. **Monthly Income.** One twelfth of Annual Income.
21. **Neighborhood or Community:** Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively may be considered one location.
22. **Net Family Assets:** Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investments, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining net family assets, the PHA shall include the value of 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 re-examination, as applicable, in excess of the consideration received therefore. In 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 received important consideration not measurable in dollar terms.

23. **Public Housing Agency (PHA):** Any State, county, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families
24. **Ranking Applicant Family:** The "ranking applicant family" is that eligible family with the highest priority as defined in this policy, or priority being equal, the earliest date and time of application.
25. **Ranking Rentable Unit:** The "Ranking Rentable Unit" is that rentable dwelling unit of the appropriate size which is next available to be offered for lease to an applicant.
26. **Spouse:** Spouse means the husband or wife of the head of household.
27. **Stable Work History** – Employed for at least twenty (20) hours per week, continuously during the six (6) months prior to admission.
28. **Tenant Rent:** The amount payable monthly by the family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the utility allowance. (Tenant Rent is a term established and defined by 24 CFR (Part 960) and as such, is occasionally awkward in ordinary usage. For this reason, the term "Tenant Rent" is used interchangeably with "rent" elsewhere in this ACOP to refer to the net monthly payment by the family to PHA).
29. **Utility:** Electricity, gas, heating, fuel, water and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.
30. **Utility Allowance:** If the cost of utility (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by PHA or HUD, 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.
31. **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.
32. **Veteran:** A person who has served in the active military, naval or air service, and was discharged or released under conditions other than dishonorable.
33. **Very Low-Income Family:** A family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.
34. **TANF Assistance:** TANF 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.

III. RECEIPT OF APPLICATIONS FOR ADMISSION AND TENANT SELECTION

C1.0 APPLICATION TAKING

All admissions to public housing shall be made on the basis of a written application in such form as the Authority shall prescribe. The Application for Admission shall constitute the basic record of each family applying for admission. All supplemental materials pertaining to eligibility shall also be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required.

The following conditions shall govern the taking and processing of applications:

1. This Public Housing Agency will not, on account of race, color, creed, sex or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments.
2. The Authority reserves the right to suspend acceptance of applications when the current supply of completed full applications exceeds the number of families which could be reasonably expected to be housed within the next twelve months. In such cases, the Authority may ask applicants to complete abbreviated applications which contain sufficient information to determine unit size, unit type, Rent/Income and priority.
3. All full applications must be made in person by a responsible adult member of the applicant family, who will reside in the household. He/she shall sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Authority reserves the right to require the signature of any and all adult members of the applicant's household. Only abbreviated applications shall be accepted by mail, phone or electronically.
4. The Authority will take applications at the main office location or at established sites based at identified properties.
5. The Authority reserves the right to establish time for taking applications, including by appointment. The Authority staff may at its discretion provide for application interviews outside normal hours when necessary for hardship reasons.
6. Insofar as possible, application interviews shall be conducted in private.
7. In addition to the income, family composition and information unique to each applicant, each application shall indicate the date and time of application and the Authority's determination of eligibility or ineligibility. When the family is eligible, the Authority shall also record the correct unit size and type; the priority rating; the date of assignment to the dwelling unit and the unit assigned; the date, unit location and reason for rejection for any offers refused by the applicant.
8. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented.
9. From time to time, the Authority shall purge the application pool of applications no longer actively seeking housing. Normally, this shall be performed by removing applicants who fail to respond to a "still interested" notice mailed to the last known address on the application. It shall be the sole responsibility of the applicant to inform the Authority of changes in address or other family circumstances which might affect the status of the application.
10. The Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

C2.0 - ELIGIBILITY CRITERIA

Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with C3.0 and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and resume of the information received.

All families who are admitted to Public Housing must be individually determined eligible under the term of this policy. In order to be determined eligible, an applicant's family must meet ALL of the following requirements:

1. The applicant's family must qualify as a family as defined in B1.0.
2. The applicant family's Annual Income as defined in B2.0 (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the county and PHA jurisdiction.

- a. 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 percent of the median income for the area.
 - b. Income limits apply only at admission and are not applicable for continued occupancy.
 - c. 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 Albany Housing Authority.
 - d. If the Albany Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
 - e. Income limit restrictions do not apply to families transferring within our Public Housing Program.
 - f. The Albany Housing Authority 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.
3. The applicant's family must conform to the Occupancy Standards contained in policy C5.0 regarding unit size and type.
 4. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent.
 5. The applicant's family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, including alcohol and substance abuse, sexual deviation or any other history which may be reasonably expected to adversely affect:
 - a. The health, safety, or welfare of other residents
 - b. The peaceful enjoyment of the neighborhood by other residents
 - c. The physical environment and fiscal stability of the neighborhood
 6. The applicant's family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant's family to improve its housekeeping and the agency reports that the applicant's family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his designee. The category does not include applicants' families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
 7. The applicant's family must have no history of criminal activity which, if continued, could adversely affect the health, safety or welfare of other residents.
 8. The applicant's family must be able to demonstrate capacity to live independently and discharge all lease obligations. This determination shall be made on a case by case basis and shall not be used to exclude a particular group by age, disability, etc.
 9. If a prior tenant of public housing or Section 8 housing programs administered by any Public Housing Agency, the applicant's family must have a satisfactory record in meeting financial and other lease obligations, including the Community Services requirement. A former tenant who owes a move out balance to the Authority, or any other PHA, will not be considered for readmission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet their rent obligations.
 10. The applicant's family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.

11. Citizenship/Eligibility Status

1. To be eligible 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)).
 2. Family Eligibility for Assistance
 - a. A family shall not be eligible for assistance unless every 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 13.6 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.
12. Fraud
- a. A family shall not have committed fraud in connection with any Federal housing assistance program including information related to their housing application or benefits derived there from.

GROUNDS FOR DENIAL

The Albany Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity, including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Albany Housing may waive this requirement if:
 1. The person demonstrates to the Albany Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
 3. Has otherwise been rehabilitated successfully; or
 4. Is participating in a supervised drug or alcohol rehabilitation program.

- M. Have engaged in or threatened abusive or violent behavior towards any Albany Housing Authority staff member or resident;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below. Despite the ineligibility of one or more family member, a mixed family may be eligible for one of three types of assistance. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

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 or to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

- 1) Evidence of rehabilitation
- 2) Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs.
- 3) In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or live-in caretakers.

C3.0 VERIFICATION OF INCOME AND CIRCUMSTANCES

No applicant's family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same type of verifications are required to process any interim or regular re-examination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deduction, together with other eligibility and preference determination;
2. Verification forms supplied by PHA and returned properly completed by employers, public welfare agencies, etc.
3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them;
4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);
5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;
7. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency.

8. Statements from landlords, family social workers, payroll officers, court records, drug treatment centers, clinics, physicians, or police departments, where warranted in individual cases.
9. Receipts for utility services.
10. In the Case of a homeless family, verification consists of certification, in a form prescribed by the Secretary of the Housing and Urban Development or as developed by the PHA, of this status from a public or private facility that provides shelter for such individuals, or from the local police department or social services agency.
11. In addition to such other verification as the Authority shall require, verification of an applicant's involuntary displacement status is established by the following documentation in a form prescribed by the Secretary of the Department of Housing and Urban Development or developed by the PHA:
 - a. Written notice from a unit or agency of government that an applicant has been or will be displaced as a result of a disaster as defined in B4.0.
 - b. Written notice from a unit or agency of government that an applicant has been or will be displaced by government action as defined in B4.0.

12. Verification of Citizenship or Eligible Noncitizen Status

- a. The citizenship/eligible non-citizen status of each family member regardless of age must be determined.
- b. 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.
- c. 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.
- d. 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 Albany Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Albany Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Albany Housing Authority will mail information to the INS in order that a manual check can be made of INS records.
- e. 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.
- f. Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.
- g. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.
- h. If no family member is determined to be eligible under this section, the family's eligibility will be denied.
- i. 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.
- j. If the Albany Housing Authority 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.

13. Verification of Social Security Numbers

Prior to admission, verification of a Social Security number must be provided for each family member. Because eligibility for Federal Housing Assistance is not based on a "Declaration System" but upon verification of data

supplied by applicants or tenants, failure of an applicant to cooperate with the Authority in obtaining verification will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for tenants until after receipt of all required verifications. In consideration of the privacy rights of tenants and applicants, the Authority shall restrict its requests to those matters of income, family composition and other family circumstances which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Authority. If the verified data as listed in this policy are not more than two months old at the time an application is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data is more than ninety (90) days old, all factors are to be reverified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility.

C4.0 DETERMINATION AND NOTIFICATION OF ELIGIBILITY

As soon as possible after receipt of a completed application (does not include a pre-application), the Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of C2.0. In the event an applicant family is determined to be eligible, they shall be informed of the estimated time before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant's family shall be informed of this fact. In the event an applicant's family is determined to be ineligible, they shall also be informed in writing of the basis for this determination. An applicant's family does not have the right to use the Resident Grievance Procedure, but they will be given, upon request, the opportunity for an informal hearing to present such facts as he wishes. In circumstances when waiting lists are very long, a thorough investigation of each application may not be practical until such application approaches selection. In such cases, apparently eligible applicants' families will be notified that their eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission. In all cases, the Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that prior determinations were inappropriate.

C5.0 OCCUPANCY STANDARDS

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit which cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

The following system will be used to determine proper bedroom size for each applicant and resident;

1. The head of each household and their spouse are assigned to one bedroom (unless medical reasons dictate otherwise).
2. All remaining family members are assigned to bedrooms on the basis of two of the same sex to a bedroom.
3. Notwithstanding the above, the Authority may lease one bedroom apartments to a single parent with a child under the age of three.
4. In no case, should tenants be assigned to bedroom sizes outside of the minimum and maximum constraints listed below:

<i>Number of Bedrooms</i>	<i>Number of Persons</i>	
	<i>min</i>	<i>max</i>
0	1	1

1	1	2
2	2	4
3	3	6
4	4	8

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

These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The PHA will also assign units based on the type of unit needed by the individual applicant's family. This refers primarily to the family's ability to use stairs or their status as an elderly family or a disabled family.

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy (E1.0).

C6.0 APPLICANT SELECTION AND ASSIGNMENT PLAN

APPLICATION RANKING

As part of the establishment of property based management, applicants will apply at specific AMP's of their choice. Applicants may elect to be placed on a waiting list for the first available unit at that AMP, regardless of development, or they may elect to be placed on the waiting list for one or more selected developments. They may change their selection of waiting lists once per year or at any time that the Albany Housing Authority offers them the opportunity to be added to a waiting list that is in need of applicants, as determined by the Albany Housing Authority.

Applications will be filed and selected in the following order:

1. By location, unit type (regular, elderly) and in unit size by bedrooms.
2. Within No. 1 above, by priority rating:
 - a) First priority - Families displaced due to disaster, fire, or governmental action.
 - b) Second priority – Families participating in and referred by the Strive to Thrive initiative or similar programs with a mission for building relationships across class and racial lines to end poverty. Based on this preference, no more than 10 families, authority wide, will be selected per year.
 - c) Third priority- Families with a stable work history, and families who are elderly or disabled.
 - d) Fourth priority- Families referred as homeless from Homeless Shelters, Transitional Housing, and other social services organizations.
 - e) Fifth priority – Veterans and their families, residing with the veteran.
 - f) Sixth priority- All other families.

Within each priority group, applications are ranked by date and time of application.

ACCESSIBLE UNITS

Accessible units will be first offered to families 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, must sign a release for stating they

will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

APPLICANT SELECTION AND ASSIGNMENT

Selection of applicant families for making offers of dwelling units shall be performed by matching the ranking unit to the ranking applicant.

1. The "ranking rentable unit" is that rentable dwelling unit of the appropriate size which is next available for lease to an applicant.
2. The "ranking applicant family" is that eligible family with the highest priority as defined in this policy, or, priority being equal, the earliest date and time of application, who is on the waiting list for the neighborhood where the ranking rentable unit is located.

SELECTION FROM THE WAITING LIST

The Albany Housing Authority 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 insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. 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 list to reach extremely low-income families.

DWELLING UNIT OFFERS

When the ranking applicant is matched to the specific ranking unit, that dwelling unit becomes "unrentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

1. As an application moves near the top of the waiting list, the Authority will contact the applicant's family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, etc. For an applicant on a short waiting list, this may be included in the process of taking the complete application.
2. Upon offer of an apartment, the applicant shall have three business days to accept or reject the apartment. An additional business day may be granted if necessary to allow the applicant to inspect the apartment. Failure to give an answer within the prescribed time period shall be counted as a refusal of the offer.
3. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint unit inspection, establishment of utility services, leasing interview, and lease execution. Normally, this deadline will be within three working days of the acceptance of the offer, but may be extended additional days at the discretion of the Authority when necessary to alleviate hardship. Failure to complete move-in requirements within the assigned period will be counted as a refusal of the offer and inactivation of the application.
4. The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, 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.

UNIT REFUSALS

07/26/2011 Board approval

5/24/2011 – posted for tenants' comments

When an applicant refuses the offer of an apartment, his application shall be removed from the applicable waiting list.

If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his inability to move to the PHA's satisfaction, refusal of the offer shall not require removal from the applicable waiting list.

If an applicant presents, to the satisfaction of the PHA, clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to consideration of race, color, or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not require removal from the applicable waiting list.

PURGING THE WAITING LIST

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

REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Albany Housing Authority will not remove an applicant's name from the waiting list unless:

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

C7.0 LEASING OF DWELLING UNITS

The head of the household of each family accepted as a tenant is required to execute a lease agreement in such form as the Authority shall require prior to actual admission. All remaining adult members of the household should also sign the lease. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

Each lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another PHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of the household. If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the PHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admission and Continued Occupancy Policy (ACOP), and the posted Resident Rules and Regulations.

Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.

C8.0 ADMISSION OF ADDITIONAL FAMILY MEMBERS

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.
2. Application Procedure - The tenant of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director of his/her designee.
3. Eligibility Criteria
 - a. All new member(s) must be determined eligible in accordance with Section C2.0, eligibility criteria.
 - b. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Section C5.0, Occupancy Standards.
4. Application Denial - The PHA may deny the application for any of the following reasons:
 - a. Applicant(s) do not meet Eligibility Criteria as outlined in Section C2.0.
 - b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Section C5.0.
 - c. Applicant(s) are not related to tenant by blood, marriage or legal adoption.
 - d. Applicant(s) are former members of tenant family and have since become emancipated and are attempting to reenter household for support or other reasons.
 - e. Other reasons as determined from time to time by the Executive Director.
5. Additions which do not require approval of the applications. The PHA shall not deny approval for any of the following:
 - a. Newborn infants of members currently on the lease.
 - b. Minor children of members currently on the lease who were removed from their care by court action and are being returned.

C9.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

FAMILY CHOICE

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for the following reasons:
 1. The family's income has decreased.
 2. The family's circumstances have changed increasing their expenses for child care, 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 year except for financial hardship cases. In order for families to make informed choices about their rent options, the Albany Housing Authority will provide them with the following information whenever they have to make rent decisions:
 1. The Albany Housing Authority's policies on switching types of rent in case of a financial hardship; and

2. Once a family selects the flat rent option, the Albany Housing Authority will provide the amount of the income based rent option at the next re-examination, but not at future re-examinations unless requested by the tenant.

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. The minimum rent of \$50.

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

- A. A hardship exists in the following circumstances:
 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 2. When the family would be evicted because it is unable to pay the minimum rent;
 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 4. When a death has occurred in the family.
- B. **No hardship.** If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. **Temporary hardship.** If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. **Long-term hardship.** If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. **Appeals.** The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

THE FLAT RENT

The Albany Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Albany Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Albany Housing Authority will post the flat rents at each of the AMP site offices and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Albany Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Albany Housing Authority will provide additional search periods up to the maximum time allowable.

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

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

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Albany Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

UTILITY ALLOWANCE

The Albany Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

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

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

Utility allowance revisions based on rate changes that are in excess of 10% 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 rate changes of less than 10% shall be effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the Albany Housing Authority 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.

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

PAYING RENT

Rent and other charges are due and payable on the first day of the month. As a safety measure, no cash shall be accepted as a rent payment.

If the rent is not paid by the ninth (9th) of the month, a Notice to Vacate will be issued 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 plus an additional charge of \$20 for processing costs. This charge shall be subject to increase without further modification to this policy.

IV. CONTINUED OCCUPANCY POLICY

D1.0 ELIGIBILITY FOR CONTINUED OCCUPANCY

To be eligible for continued occupancy in the PHA communities only those residents:

1. Who qualify as a family as defined by federal requirements and this policy (see definition in B1.0).
2. Who conform to the Occupancy Standard established for lower income housing. (See C5.0)
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and
4. Who have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, sexual deviation, or any other history which may be reasonably expected to adversely affect:
 - a. The health, safety, or welfare of other residents
 - b. The peaceful enjoyment of the neighborhood by other residents
 - c. The physical environment and fiscal stability of the neighborhood
5. Who have no record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the

family shows potential for improvement, decision as to the eligibility shall be reached after a referral to and a recommendation by the Executive Director or his designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

6. Who have no history of criminal activity which, if continued, could adversely affect the health, safety, or welfare of other residents.
7. Who continue to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for termination of the lease.
8. Who are, with an aide's assistance that is actually available to the family; and who is physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. A person or persons remaining as a residuum of a family may be permitted to remain in occupancy provided that the Authority, in its sole judgment, determines that the remaining person(s) is (are);
 - a. Otherwise eligible for Continued Occupancy, and
 - b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and
 - c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and
 - d. Legally competent to execute a lease in his (their) own name. The Authority will not execute a lease with a minor.
9. Who have complied with the Public Housing Community Service requirement. Under this requirement, all adult public housing residents who do not qualify for an exemption, must participate at least 8 hours per month in community service or an economic self-sufficiency program.

D2.0 RE-EXAMINATIONS

PURPOSES

Re-examinations of income and family circumstances are conducted for the following purposes:

1. To comply with the Federal requirements relating to annual re-examinations.
2. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
3. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards (C5.0).
4. To establish the Total Tenant Payment and the tenant rent to be charged to the family.

ANNUAL RE-EXAMINATIONS

Annual re-examinations are necessary to comply with the federal requirement that each family have its eligibility re-examined at least every twelve months. Annual re-examinations are conducted according to the Anniversary Date, beginning one to three months before the effective date to allow complete processing and verification of data. Tenants will be notified in writing of their appointment date and requirements for re-examination. Failure to complete re-examination is a serious lease violation which will result in termination of tenancy. Failure to complete re-examination includes:

- a. Failure to appear for a scheduled re-examination interview without making prior alternative arrangements with the Authority.

- b. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
- c. Refusal to properly execute required documents.

SPECIAL RE-EXAMINATIONS

If at the time of admission, annual re-examination or interim re-examination, it is not possible to make an estimate of Family Income with any reasonable degree of accuracy because:

- a. Family member(s) are unemployed and there are no anticipated prospects of employment; or
- b. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination.

Then a Special Re-examination will be scheduled on a date determined by the Authority's estimate of the time required for the family's circumstances to stabilize. If at the time of scheduled Special Re-examination, it is still not possible to make a reasonable estimate of Family Income, Special Re-examinations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the Re-examination completed. The Special Re-examinations are not to replace the Annual Re-examination.

INTERIM RE-EXAMINATIONS

Interim re-examinations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes which must be reported in writing within ten (10) days of their occurrence:

- a. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Authority in advance in accordance with Section C8.0.
- b. A household member is leaving or has left the family unit.
- c. All changes to family income except regular increase in wages on the same job or periodic increases in government benefits not related to other changes in income or family composition. This is known as "modified interim" reporting. However, a tenant who has had a rent reduction between annual re-examinations reverts to "full interim reporting", which means that he must report all changes in income, regardless of amount or source.
- d. Families are not required to, but may at any time, request an interim re-examination based on a decreased income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Albany Housing authority will take timely action to process the interim re-examination and recalculate the tenant's rent.

PROCESSING RE-EXAMINATIONS

All re-examinations - annuals, specials, and interims - shall be processed under the following conditions:

1. All data must be verified and documented as required in C3.0 The Authority will not adjust rents downward until satisfactory verification is received.
2. Lease terminations resulting from re-examinations shall be conducted in accordance with terms of the lease.
3. Families who are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy (Exhibit A).

4. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from Annual Re-examination shall be incorporated into the new lease, which shall be executed by the Authority and the tenant or by "Notice of Rent adjustment".
5. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the Authority.
6. Interim increases in rent are to be made effective on the first day of the month following the month in which the change actually occurred. For employment, this is the date employment began, not the date income was first received. For government benefits, this date is the beginning of the period covered by the payment.
7. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he should be paying, the increase in rent shall be made retroactive to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by the PHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation which may result in termination of the lease.

RE-EXAMINATION DATE

The re-examination date is the effective date of rent changes resulting from the annual re-examination. The re-examination should commence from one to three months prior to this date to allow sufficient time to obtain signed applications as may be appropriate and to process to completion.

D3.0 TEMPORARY RENTS

If, at the time of admission or re-examination, the PHA can satisfy itself that a family is of low income and within the approved income limits, but cannot make a determination of income for purposes of determining rent with a necessary degree of accuracy because of the inability to secure adequate verification or instability of income, a temporary rent may be established based on the data supplied by the applicant in his application. If a temporary rent is established, the tenant will be notified of this action by a temporary rent notice or such other method determined to be legally and administratively sufficient and that his appropriate rent, when determined, will be effective retroactively to the date of admission or re-examination. The tenant will be required to pay any balance due or the PHA will credit his account with any overpayment which results from a temporary rent. The PHA will schedule special re-examination (see D2.0) of all factors relating to both rent and eligibility of each tenant established on a temporary rent at intervals established by the Authority until a permanent determination can be made as to rent and eligibility status of the family.

All families who report no family income shall be charged the minimum rent currently in effect by the PHA and shall receive special re-examinations at one month intervals.

D4.0 FLAT RENTS

The annual letter to flat rent payers regarding the re-examination process will state the following:

- A. Each year at the time of the annual re-examination, the family has the option of selecting a flat rent amount in lieu of completing the re-examination 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 re-examination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a re-examination 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 child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which the Albany Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

D5.0 EVICTION OF FAMILIES BASED ON INCOME

Reserved for later use.

D6.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

EXEMPTIONS

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

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity at least 20 hours per week.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

NOTIFICATION OF THE REQUIREMENT

The Albany Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Albany Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Albany Housing Authority shall verify such claims.

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

VOLUNTEER OPPORTUNITIES

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

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

The Albany Housing Authority will coordinate with social service agencies, local schools, and other human resources offices to identify a list of volunteer community service positions.

Together with the Resident Advisory Council, the Albany Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and record keeping for volunteers.

THE PROCESS

At each annual re-examination, the Albany Housing Authority 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.

NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Albany Housing Authority will notify any family found to be in noncompliance of the following:

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

OPPORTUNITY FOR CURE

The Albany Housing Authority 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. 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 Albany Housing Authority shall not renew the lease. If the family does not voluntarily leave the property following the expiration of the lease, the Albany Housing Authority shall commence with eviction proceedings.

PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Albany Housing Authority 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.

E1.0 INSPECTIONS

An authorized Albany Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made, provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any damages to the unit.

MOVE-IN INSPECTIONS

An authorized representative of the Albany Housing Authority and an adult family member will inspect the premises prior to signing the lease and 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 Albany Housing Authority's file and a copy given to the family member.

ANNUAL INSPECTIONS

An authorized representative of the Albany Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Albany Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, 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.

SPECIAL INSPECTIONS

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

07/26/2011 Board approval

5/24/2011 – posted for tenants' comments

HOUSEKEEPING INSPECTIONS

Generally, at the time of annual re-examination, or at other times as necessary, an authorized representative of the Albany Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Albany Housing Authority will give the tenant at least two (2) days written notice.

EMERGENCY INSPECTIONS

If any employee and/or agent of the Albany Housing Authority 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.

PRE-MOVEOUT INSPECTIONS

When a tenant gives notice that they intend to move, the Albany Housing authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Albany Housing Authority to help the family identify any problems which, if left uncorrected, could lead to additional 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 Albany Housing Authority to ready units more quickly for future occupants.

MOVE-OUT INSPECTIONS

The Albany Housing Authority 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.

F1.0 REPAYMENT AGREEMENTS

When a resident owes the Albany Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Albany Housing Authority allow them to enter into a Repayment Agreement. The Albany Housing Authority 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 not to exceed twelve (12) months.

All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures.

G1.0 TERMINATION

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

TERMINATION BY THE HOUSING AUTHORITY

The Albany Housing Authority will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Albany Housing Authority 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;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Albany Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without prior written approval of the Housing authority; and
- M. Other good cause.

The Albany Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

The eviction of and removal of assistance from, certain persons living in public housing or Section 8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, is prohibited. Tenants will be protected, as well as members of their immediate families, from losing their HUD assisted housing as a consequence of the abuse of which they were victims. However, if a tenant is the perpetrator of the abuse or is criminally charged with the abuse, whether or not a second party is also charged, such termination action is allowed.

V. FRAUD

Georgia Code Annotated, 16-9-55, provides that:

"Any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any public housing or a reduction in public housing rental charges or any rent subsidy to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a misdemeanor."

All Applications and Applicants for Continued Occupancy for lower income Public Housing used by the Authority will contain a warning that falsification is against the law. Poster notices will also be displayed in the AMP site office and the Central Office of the Authority. All such notices will describe the maximum penalty for a misdemeanor in the State of Georgia, which is a jail sentence up to one (1) year, and/or fine or \$1,000.00. In addition, the warning will be read and explained to housing applicants and tenants undergoing annual, special and interim re-examinations.

The Albany Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant's family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous re-examination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Authority shall always result in immediate eviction. The Authority reserves the right to demand full payment within seven days.
5. The Authority shall report apparent cases of tenant or applicant fraud to the appropriate governmental agency. It shall be the policy of the PHA to press state and federal authorities for prosecution of cases which, in the Authority's judgment, appear to constitute willful and deliberate misrepresentation.

EXHIBIT A

TENANT TRANSFER POLICY

Purpose

To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriately sized unit.

To facilitate relocation when required for modernization or other management purposes.

To facilitate relocation of families with complete and permanent inability to continue living in a two-story apartment.

To eliminate vacancy loss and other expense due to unnecessary transfers.

To provide for the relocation of a family to a new neighborhood when extenuating circumstances exist.

To provide an incentive for families to assist in meeting the Albany Housing Authority's deconcentration goal.

Authorized Transfers

Transfers may be made to achieve the following purposes:

1. To relocate a tenant from an apartment which is not the appropriate size into an apartment which is the appropriate size.
2. To relocate a tenant from an apartment which is determined to be uninhabitable for health and safety reasons.
3. To temporarily or permanently relocate a tenant whose present apartment must be vacated so that modernization work may be completed.
4. To relocate elderly tenants from neighborhoods which house primarily family tenants to neighborhoods which house primarily elderly tenants.
5. To relocate a tenant from a standard apartment to a handicapped accessible apartment when the need is appropriately documented.
6. To relocate a tenant into a different neighborhood when the Albany Housing Authority determines that the move is in the best interest of the tenant and the Authority. Such moves will not be made solely because neighbors cannot get along.

Priorities of Transfers

Transfers into the appropriately sized unit will be made within the same neighborhood unless that size and type unit does not exist on site, or unless the Executive Director or his designee determines that the size and type unit will not be available within the next two years.

All transfers must be for reasons listed above under Authorized Transfers. No other reasons for transfers will be considered. Transfers shall be performed according to the following priorities:

1. The Albany Housing Authority initiated transfers as defined in 2, 3, and 6 above;
2. Residents who are either under housed or overhoused;
3. Elderly tenants from neighborhoods which house primarily family tenants to neighborhoods which house primarily elderly tenants.

The Albany Housing Authority reserves the right to deny a transfer to a tenant who has a history of poor housekeeping, or, who, at the time of the proposed transfer, is exhibiting poor housekeeping, or is otherwise determined by the Albany Housing Authority to not be suitable for the transfer being considered.

Relocation Assistance

The Albany Housing Authority will provide relocation assistance as required by the Uniform Relocation Assistance Act for relocations due to modernization or other Authority actions when the move is considered to be involuntary. The Authority may provide limited relocation assistance when a move is made in the best interest of the Authority, and hardship or other considerations warrant some relocation assistance.

Transfers and New Move-Ins

Normally, transfers will take priority over new move-ins; however, if circumstances warrant, the Executive Director may alter this priority provided the AHA meets annual transfer goals for each neighborhood as established following re-examination.

Administration of Policy

The Executive Director or his designee is responsible for establishing the procedures to be utilized in the administration of this policy.

ALBANY HOUSING AUTHORITY COLLECTION POLICIES

Purpose

To establish policies for the payment of rent and other charges by tenants so that tenants will be aware of their responsibilities for timely payment, and so that they will be aware of the consequences of non-payment.

A. Rent Collection Policy

1. In accordance with the AHA lease, payment shall be made in the form of a personal check, money order or cashier's check. No cash will be accepted.
2. Rent is due and payable the 1st of each month in advance. Your account will be past due if the rent is not paid in full before the 9th calendar day of the month, unless you have a written payment agreement in place.
3. Failure to pay rent in full before the 9th calendar day will result in your receiving a letter giving you 14 days notice of the Authority's termination of your lease.
4. Failure to pay rent in full during the 14 day notice period will result in a letter giving you 3 days notice of our demand for possession of the unit. If you fail to pay rent in full during this 3 day notice period, the Authority will initiate legal action for eviction. Once in a twelve month period, you may pay the rent in full within three days of the date of the notice, and no adverse action will be taken. If this three day notice is the second such notice within 12 months, the Authority will initiate legal action for eviction.

B. Eviction Policy for Non-Payment of Rent

1. Legal action for eviction will require you to pay all rent due plus court charges for you to remain in your unit. If an eviction action is taken against you and you desire to remain in the unit, you must pay all the rent due plus court charges within seven days after the eviction warrant is served on you.
2. Legal action for eviction taken against you twice in a 12 month period will require that you vacate your apartment. The amount of rent owed plus court costs remain due and payable.

C. Work order Charges Collection Policy

1. Work order charges are due 2 weeks from the date of the notice of charges.
2. Failure to pay the work order charges in full within 2 weeks of the due date will result in 30 days notice of termination of your lease.
3. Failure to pay the charges in full by the end of the 30 days notice period will result in a letter giving you 3 days notice of our demand for possession of the unit. If you fail to pay the work order charges in full during this 3 day notice period, the Authority will initiate legal action for eviction. Once in a twelve month period, you may pay the charges in full within 3 days of the date of the notice, and no adverse action will be taken. If this three day notice is the second such notice within 12 months, the Authority will initiate legal action for eviction.

D. Eviction Policy for Non-Payment of Work order Charges

1. Legal action for eviction will require you to pay all work order charges plus court charges for you to remain in your unit. If an eviction action is taken against you and you desire to remain in the unit, you must pay all the work order charges plus the court charges within 7 days after the eviction warrant is served on you.
2. Legal action for eviction taken against you twice in a 12 month period will require that you vacate your apartment. The amount of charges plus court costs remains due and payable.

E. Hardship

If you have a justifiable hardship that is preventing you from paying your rent or work order charges as outlined above, you must come to the site office in person to discuss the situation. A hardship should be reported as soon as it occurs, but no later than the 20th of the month. The Authority may execute a written payment agreement for justifiable hardships.

F. Move-Out Payments

If you move out or are evicted, you are still to pay charges owed. Failure to pay these charges in full within 45 days of your move will force the Authority to pursue collection through all legal means.

G. Partial Payments

No partial payments will be accepted unless a written payment plan approved by the Deputy Director of Housing Services, or the Property Manager, is in force. Such payment plans may be approved in cases where your employment income is received other than once per month and your rental amount is such that payment in lump sum prior to the 9th of the month is not practicable in the judgment of the ALBANY HOUSING AUTHORITY. Failure to meet the payment schedule under the written payment plan will result in the initiation of the eviction process.

EXHIBIT C

APPROVED: 02/27/2007
AHA BOARD OF COMMISSIONERS
EFFECTIVE: 04/01/2007

SECURITY DEPOSIT POLICY

PURPOSE To insure that the ALBANY HOUSING AUTHORITY is able to offset a reasonable portion of costs resulting from a tenant move-out where rent and/or work order charges are owed.

AMOUNT The Security Deposit amount shall be established in the following manner:

0 and 1 Bedroom Apartments	-	\$ 75.00
2 Bedroom Apartments	-	\$ 100.00
3 Bedroom Apartments	-	\$ 150.00
4 Bedroom & Larger Apartments	-	\$ 175.00

METHOD OF PAYMENT

Failure to pay Security Deposits as required by this policy shall be considered a serious lease violation and may be considered grounds for eviction.

RETURN OF SECURITY DEPOSIT After a family moves out, the Albany Housing Authority will return the security deposit within 30 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.

EXHIBIT D

APPROVED: 2/27/2007
AHA BOARD OF COMMISSIONERS
EFFECTIVE: 4/1/2007

ALBANY HOUSING AUTHORITY **ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM POLICY**

Purpose

To make integrated income data available from one source, via the Internet, for AHA to use to improve income verification.

To increase the efficiency and accuracy of income and rent determinations

To reduce incidents of underreported and unreported housing income

To remove the barriers to verifying tenant-reported income

To address material weaknesses in AHA's re-examination process and program operations.

To assure that more eligible families are able to participate in the program

EIV System Uses and Capabilities

- 1) Provides wage, unemployment, and Social Security Administration (SSA) benefit information through a data matching process for households covered by a HUD-Form 50058 and maintained in the Public Housing Information Center (PIC) database.
- 2) Allows PHAs to view quarterly wage, employer information, unemployment benefit payments, monthly Social Security and Supplemental Security Income benefits, and Medicare deductions and/or by-ins for tenants with the PHA's jurisdiction.
- 3) Provides income discrepancy reports to identify families who may have substantially underreported household income.

Income Discrepancy Resolution

(a) The Exceeds Threshold Report (ETR) contained in the EIV system identifies families that may have substantially under reported wages, social security benefits and/or unemployment compensation. If verification data is greater than tenant-reported income by \$2400 or greater annually, PHAs are expected to resolve these income discrepancies. PHAs are required to obtain written third party verification of disputed verification data. Below are the required steps AHA will take to resolve income discrepancies that have been reported on the ETR, or when other information is received of underreported household income:

- 1) Request written third party verification of any income source allowed using HUD Release Form 9886.
- 2) Confirm effective dates of unreported income source
- 3) Notify the tenant in writing of the discrepancy
- 4) Request current documents from the tenant, i.e. original, current and consecutive pay stubs, original SSA benefit verification letter, etc.
- 5) In cases where AHA obtains additional income information via the EIV system (and verifies the verification data with the tenant and/or 3rd party source) that would result in a more accurate income determination, AHA will adjust the rent accordingly to reduce the occurrence of improper subsidy payments.

- 6) In cases where AHA confirms that the tenant failed to report income sources(s), AHA will determine retroactive rent due to AHA and execute a repayment agreement with the tenant or terminate housing assistance.

(b) The Deputy Director of Housing Services, Property Manager or Assistant Property Manager will review the ETR on a quarterly basis. PHAs are required to select a “threshold” percentage, which is the percentage of households included on the report when the percentage of EIV/PIC discrepancy exceeds the threshold. AHA will not use a threshold lower than 80%.

(c) The Property Manager will be responsible for reviewing the ETR discrepancy, determining if the report is valid or invalid, and taking appropriate action with those tenants in accordance with our administrative procedures.

EIV Security Policy

(a) AHA will use the HUD EIV system Security Procedures for Upfront Income Verification data as guidance in its security procedures.

(b) The data provided via the EIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. The Deputy Director of Housing Services will have the responsibility of ensuring compliance with the security policies and procedures. These responsibilities include:

- 1) Maintaining and enforcing the security procedures;
- 2) Keeping records and monitoring security issues;
- 3) Communicating security information and requirements to appropriate staff, including coordinating and conducting security awareness training sessions;
- 4) Conducting a quarterly review of all User Ids issued to determine if the users still have a valid need to access the EIV data and taking the necessary steps to ensure that access rights are revoked or modified as appropriate; and
- 5) Reporting any evidence of unauthorized access or known security breaches to the Albany Housing Authority’s Executive Director and taking immediate action to address the impact of the breach including, but not limited to, prompt notification to appropriate authorities including the HUD Field Office’s Public Housing Director.

(c) Access to the EIV data is restricted only to persons whose duties include or responsibilities require access. AHA maintains a copy of the EIV Access Authorization Form for each user who has approved access. All users have signed the EIV Rules of Behavior and User Agreement form. Each user has received a copy of the HUD Security Procedures and is trained in the EIV policies.

(d) All files, reports or documents containing EIV information will be kept in locked drawers, maintained by the Property Manager. The ETR reports will be stored in a public folder that is secure and password protected. Once a file has been resolved, the documentation will be kept in the EIV master file cabinet which will remain locked at all times.

AHA BOARD OF COMMISSIONERS

ALBANY HOUSING AUTHORITY

NOTICE OF TENANT'S RIGHTS UNDER
SECTION 607 OF THE VIOLENCE AGAINST WOMEN
AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005

Federal Law requires Management to give notice of your rights under Section 607 of the Violence Against Women and the Department of Justice Reauthorization Act of 2005. ("The Act").

For purposes of this notice, the following definitions apply:

Federal Law provides that Management shall not deny admission to any applicant on basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

The Act further provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of a lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Furthermore, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of Tenant's household or any guest(s) or other person under the Tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the Tenant or immediate member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking; and provided that Management may bifurcate a lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Tenant or lawful occupant.

The Act does not limit the Management's authority, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution of possession of property among the household members in cases where a family breaks up. Furthermore, the act does not limit the Management's authority to evict a Tenant for any violation of the lease not premised on the act or acts of violence in question against a Tenant or a member of the Tenant's household, provided that Management does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

The Act does not limit Management's authority to terminate the tenancy of any Tenant if Management can demonstrate an actual and eminent threat to other tenants or those employed at or providing service to the property if that Tenant's tenancy is not terminated.

The Act does not supersede any provision of any federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

Management may request that an individual claiming the protection of the Act certify via HUD approved certification form that such individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the aforementioned paragraphs. The certification shall include the name of the perpetrator. The individual shall provide such certification within fourteen (14) business days after the public housing agency requests such certification.

If the individual does not provide the certification within fourteen (14) business days after the public housing agency has requested such certification in writing, in that circumstance, the Act does not limit the authority of Management to evict any tenant or lawful occupant that commits violations of the lease. Management may extend the fourteen (14) day deadline at its discretion.

And individual may satisfy the certification requirement by providing the requesting public housing agency with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) 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, or stalking has signed or attested to the documentation; or by producing a Federal, State, tribal, territorial, or local police or court record.

The Act does not require Management to demand that an individual produce official documentation or physical proof of the individual status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits of the Act. At Management's discretion, it may provide for benefits to an individual based solely on the individual statement or other collaborating evidence.

You should be aware that all information provided to Management (or other public housing agency) pursuant to the Act, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or required for use in an eviction proceeding or otherwise required by applicable law.

This Notice is provided to you pursuant to the Act referenced above which requires that all public housing agencies must provide notice to tenants assisted under Section 6 of the United States Housing Act of 1937 of their right under the Act, including their right to confidentiality and the limits thereof.

(Signed) _____
_____ Head of Household

Date: _____
