Admission and Continued Occupancy Policy

Draft 2026-2027

Anniston Housing Authority

Adopted Date

Board Resolution

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Public Notice ACOP
changes for 2026

Lease: Section XII Paragraph(D) states: Tenants are limited to two (2) cures of the same lease infraction in a 12-month period. This will be changed to one (1) cure of the same lease infraction in a 12-month period.

I. INTRODUCTION

A. Mission Statement:

Our goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.

In order to achieve this mission, we will:

- Recognize residents as our ultimate customer;
- Improve Public Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff;
- Seek problem solving partnerships with residents, community, and government leadership;
- Apply HA resources to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

B. Purpose of Policy:

The purpose of this (Admissions and Continued Occupancy Policy) ACOP is to establish guidelines for the HA staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The policies and procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this HA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR)

The AHA Executive Director, on behalf of the AHA, can make any necessary revisions to this ACOP, Public Housing Dwelling Lease, and Community Policies as may be required by regulatory, statutory, court order or internal policy that occurs before approval of the next presentation of the Public Housing Agency (PHA) Plan, which occurs annually.

C. Primary Responsibilities of the HA:

1. Informing eligible families of the availability of public housing assistance;
2. Determining and posting annually the utility allowances;
3. Receiving applications from families and determining their eligibility for assistance;
4. Inspecting public housing units to determine that they meet or exceed Uniform Physical Condition Standards (UPCS).

5. Executing leases;
6. Collecting rent on a monthly basis from residents;
7. Annual/interim re-examinations of income, family composition and re-determination of rent;
8. Authorizing and processing evictions; and,
9. Ongoing maintenance and modernization of the public housing inventory.
10. Annual updates of:
    - Flat rents/Ceiling rents
    - Utility allowance schedules
    - Annual and five-year plans
    - Grievance panel
    - Local childcare rate comparability
    - Maintenance charges
    - Income limits

D. Objectives:

1. Promote the overall goal of drug free, decent, safe, and sanitary housing by:
    - Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
    - Insuring the fiscal stability of the HA.
    - Lawfully denying admission or continued occupancy to applicants or residents whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to HA employees.
    - Insuring that elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aide.
2. Facilitate the efficient management of the HA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the HA inventory and staff.
3. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, sex, national origin, handicap, or familial status.

II. NONDISCRIMINATION

A. Complying with Civil Rights Laws:

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the HA in the way it carries out its programs. It is the policy of the HA to comply with all civil rights laws, including but not limited to:

    - Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, or national origin;

NOTE: The HA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

    - Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which prohibits discrimination based on race, color, religion, sex or national origin and extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination;
    - Executive Order 11063;
    - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
    - The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
    - Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the HA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the HA's housing units;
    - Any applicable state laws or local ordinances, and;
    - Any legislation protecting the individual rights of residents, applicants, or staff that may subsequently be enacted.

2. The HA shall not discriminate because of race, color, national origin, sex, perceived sexual orientation, gender identity, marital status, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the HA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

3. The HA shall not, on account of race, color, national origin, sex, perceived sexual orientation, gender identity, marital status, religion, familial status, or disability:

    - Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to their needs;
    - Provide anyone housing that is different (of lower quality) from that provided others;

- Subject anyone to segregation or disparate treatment;
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- Treat anyone differently in determining eligibility or other requirements for admission;
- Deny anyone access to the same level of services; or
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. The HA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

5. The HA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:

   a) The HA must, upon request by an applicant or resident with a disability:
      - Make structural modifications to its housing and non-housing facilities and;
      - Make reasonable accommodations in its procedures or practices unless such structural modifications or reasonable accommodations would result in an undue financial and administrative burden on the Authority, or would result in a fundamental alteration in the nature of the program.

   b) In making structural modifications to "existing housing programs" or in carrying out "other alterations" for otherwise qualified persons with disabilities, the HA may, but is not required to:
      - Make each of its existing facilities accessible;
      - Make structural alterations when other methods can be demonstrated to achieve the same effect;
      - Make structural alterations that require the removal or altering of a load bearing structural member; or
      - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level.

   c) When the HA is making "substantial alterations" to an existing housing facility the HA may, but is not required to:
      - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;
      - Make structural alterations that require the removal or altering of a load bearing structural member; or
      - Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable also.

NOTE: The undue burdens test is not applicable to housing undergoing "substantial alteration."

6. The HA will not permit these policies to be subverted to do personal or political favors. The HA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

B. Making Programs and Facilities Accessible to People with Disabilities.

1. Facilities and programs used by residents will be accessible to a full range of persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the HA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the HA offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and administrative burden test.
2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments. All documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English.

NOTE: In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

3. The HA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, the HA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.
4. When the HA has initial contact with the applicant, the HA staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to:
    - A qualified sign language interpreter provided for and paid for by the HA;
    - Having written materials explained orally by staff either in person or by telephone;
    - Provision of written materials in large/bold font; information on audiocassette;
    - Permitting applicants to file applications by mail; email; hard copy; and,
    - Permitting alternative sites for the receipt of applications. In addition, the HA's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the HA.
5. Some applicants will not be able to read (or to read English) so the intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English [Limited English Proficiency (LEP)] may furnish an interpreter who can explain the process. However, when LEP persons choose not to utilize the free language assistance services expressly

offered to them by the HA but rather choose to rely upon an interpreter of their own choosing (whether a professional interpreter, family member, or friend), LEP persons should be permitted to do so, at their own expense.

6. At a minimum, the HA will prepare information to be used by applicants and residents in plain language accessible formats.
7. The PHA shall comply with all provisions of the Violence Against Women Act (VAWA) and shall not discriminate against any person who is protected by said Act.

III. FAMILY INFORMATION, VERIFICATION & PRIVACY RIGHTS

- The family must supply any information that the HA or HUD determines is necessary in the administration of the public housing program. "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or an interim reexamination of family income, community service requirements and family composition in accordance with HUD requirements.
- The Tenant must supply information to the HA regarding any guardianship information, or the need to contact a third party on behalf of the Tenant.
- Any information supplied by the family must be true and complete.
- The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with the administration of the program.
- Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release resident information.
    - The executed consent form will remain effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to the PHA to revoke consent.
    - Families have the right to revoke consent by notice to the PHA; however, revoking consent will result in termination or denial of assistance.

  NOTE 1: Revocation of consent or refusal to sign the consent form prohibits the PHA from requesting and accessing income information and financial records, including pulling any EIV reports and using EIV data to verify income.

  NOTE 2: The PHA must notify the local HUD office when an applicant or participant family member revokes their consent.
- Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.
- Information received to verify eligibility or continued occupancy shall be confidential and not disclosed to any third party without a written release and/or proper authorization.
- Information received relating to credit history, EIV, and criminal history shall be governed by those respective policies.

IV. MISSED APPOINTMENTS

A. Types of Appointments:

An applicant or resident who fails to keep an appointment without notifying the HA and without rescheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary in the following situations:

- Complete Application;
- Bringing in Verification Information;
- Briefing prior to Occupancy;
- Leasing Signature;
- Inspections (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable);
- Reexamination;
- Interim Adjustment;
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan;
- Scheduled Counseling Sessions;
- Move-In appointments.

B. Process When Appointment(s) Is Missed:

1. Applicants:

If the family does not appear or call to reschedule an appointment as required, the HA will send a notice of removal of the application from the waiting list.

2. Residents:

For most of the functions above, the family will be given the opportunity for two appointments. If the family does not appear or call to reschedule the original appointment as required, the HA will send a second appointment letter along with a "Termination and Demand for Possession" notice. If the second appointment is attended the termination will be canceled.

NOTE: If the representative of the HA and/or Hearing Officer makes a determination in favor of the applicant/resident, the HA will comply with the decision unless the provisions of Section VI of the Grievance Procedure is applicable to the hearing officers decision.

C. Letters Mailed to Applicant(s)/Resident(s) by the HA:

If an applicant/resident claims they did not receive a letter mailed by the HA, that requested the applicant/resident to provide information or to attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant/resident will be assumed to have received the letter.

NOTE: If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address changes during the application process.

V. MISREPRESENTATION BY THE APPLICANT, RESIDENT, OR THIRD-PARTY VERIFICATION SOURCE

If an applicant, resident, or third-party verification source is found to have made willful misrepresentations at any time that resulted in the applicant or resident being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible. The lease and/or application will be terminated because of misrepresentation by the applicant/resident and/or the third-party verification source. If such misrepresentation resulted in resident paying, a lower rent than was appropriate, resident shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the applicant, resident and/or party supplying fraudulent information to the proper authorities for possible criminal prosecution.

VI. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS INCLUDING FOR DISABLED PERSONS AND PERSONS NEEDING A REASONABLE ACCOMODATION.

A. Affirmative Marketing:

1. The HA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. The HA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

    a) Marketing and informational materials will:
    - Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
    - Describe the housing units, application process, waiting list and preference structure accurately;
    - Use clear and easy to understand terms including any non-English media available in the area;
    - Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;

- Make clear who is eligible: low-income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- Be clear about the HA's responsibility to provide reasonable accommodations to people with disabilities.
- Provide that an applicant may request a reasonable accommodation at any time during the application process

b) Outreach:
As much information, as possible about Public Housing will be disseminated through local media (newspaper, radio, television, social media, Web sites, etc.). For those who call the HA Office, the staff should be available to convey essential information, or:

- The HA may hold meetings with local community agencies.
- The HA may sponsor "open house" programs within the public housing community to attract potential residents to view a public housing unit.
- The HA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The HA shall take affirmative action to provide opportunities to participate in the program to persons who, because of such factors as disability, need for a reasonable accommodation, race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan, "Comprehensive Housing Affordability Strategy" (CHAS), the HA planned programs will be incorporated in the CHAS.

B. Qualifying for Admission:

The term "qualifying" refers to applicants who are eligible and able to meet the applicant selection standards.

1. It is the HA's policy to admit only qualified applicants.
2. An applicant is qualified if he or she meets all of the following criteria:
   a) A family, as defined in the appendix.
   b) Meets HUD requirements on citizenship or immigration status;
   c) Has an annual income (as defined in the appendix) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in the HA offices.
   d) Assets do not exceed the limits described later in this section.
   e) Provides documentation of Social Security numbers for family members or certifies that they do not have Social Security numbers (Citizens and lawfully present noncitizens who state that they have not been assigned an SSN by the SSA, should make such declaration in writing and under penalties of perjury to the PHA. The PHA should maintain the declaration in the tenant file); and
   f) Meets the Applicant Selection Criteria including completing the HA approved

pre-occupancy orientation session if requested.

C. Establishing and Maintaining the Waiting List.

1. Administration of the Waiting List:

It is the policy of the HA to administer its waiting list as required by HUD's regulations.

2. Opening and Closing Waiting Lists

a) For any unit size or type, if the HA's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, the HA may elect to:
- Close the waiting list completely;
- Close the list during certain times of the year; or
- Restrict intake by preference, type of project, or by size and type of dwelling.

b) A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of the HA to house applicants in 12 months. Decisions to close waiting lists, restrict intake, or open waiting lists will be publicly announced.

c) When the waiting list is closed, the HA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

3. Determining if the Waiting List may be Closed.

a) Closing of Application Taking:
The HA will make known to the public through publication in a newspaper of general circulation (if available), minority media, or other suitable means that applications for public housing units are being suspended. To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

b) Opening of Application Taking:
When the HA decides to start taking applications, the waiting list may be opened by bedroom size. The HA will make known to the public through publication in a newspaper of general circulation (if available), minority media, or other suitable means the availability and nature of housing assistance for eligible families. The notice must contain the following:
- The date applications will be accepted and the location where applications can be completed. If the HA anticipates suspending the taking of applications after a period of time, the closing date must be published;
- Advise families how and where applications will be taken ;
- Briefly describe the public housing program;
- State that applicants for public housing must specifically apply for the public housing units and those applicants for public housing may also apply for to the Section 8 program, if applicable, and they will not lose their place on the public housing waiting list if they also apply for Section 8 assistance. For this to be applicable the HA must have a Section 8 program and be accepting applications for Section 8 assistance; and

- To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

NOTE: The application taking closing date may be determined administratively at the same time that the HA determines when to open enrollment. The open enrollment period shall be long enough to allow sufficient applicants that will be required in the next 12 months because of the projected turnover and the number of public housing vacancies.

4. Updating the Waiting List:

At least once a year the HA will update each waiting list by contacting all applicants in writing, or by the method designated at initial application by applicants with disabilities. Written communications will be sent by first class mail to the most current address supplied by the applicant. This is in addition to ongoing purging through the offering of units. (Offer letter must state that failure to respond will result in removal from the waiting list).

NOTE: If no response is received by the due date, the HA will withdraw the name of an applicant from the waiting list. Mail returned undeliverable by the post office will be retained unopened by the HA in the applicant file.

At the time of initial intake, the HA will advise families that they must notify the HA, in writing, when their circumstances, mailing address or phone number(s) change.

5. Change in Preference Status While on the Waiting List:

a) The situations of some families who did not qualify for a preference when they applied may change so they are qualified for a preference. The family should contact the HA so their status may be certified or verified. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application, or application number, as applicable.

b) If the HA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

D. Processing Applications for Admission:

1. How to Apply:

Families wishing to apply for Public Housing shall complete an application for public housing assistance. Applications may be made on the Housing authority WEB site, via email, or in person during specified dates and business hours posted at the HA's office(s) at the following location(s):500 Glen Addie Avenue, 411 Est 29th St, 318 Elm Street, Anniston, Alabama.

- Completed applications will be accepted for all applicants and the information will be verified by the HA.

- The application must be dated, time-stamped, and referred to the HA's office where resident selection and assignment is processed.
- Individuals who have a impairment which would prevent them from completing an application as described above may call the HA to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is no longer required as these services are available through the telephone service provider. If the applicant is visually impaired, all notices must be in a format understandable by applicant.
- Form HUD-92006, Supplement to Application for Federally Assisted Housing, shall be completed as appropriate at admission and/or recertification. This form shall remain confidential.

2. Interviews and Verification Process:

As applicants approach the top of the waiting list, they will be contacted by telephone, email and/or first class mail to schedule an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or fail to reply to the letter will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

The following items (MUST) be verified to determine qualification for admission to the HA's housing:

a) Family type (elderly/disabled/near elderly /non-elderly); May be verified by examination of: birth certificate, driver's license or other government ID card with photo, marriage license, SSI verification, licensed doctor statement, or other similar document.

b) Verification of family composition is verification of the members who will live in the unit which meet the definition of a family defined in this policy.

c) Annual Income:
Income verification will be conducted in the chronological order listed below: Each step must be documented prior to proceeding to use the next option. The specified order listed below must be followed:

Step	Action
1st	Enterprise Income Verification (EIV). Must review EIV Income Report for all families when verifying income and maintain a copy in the resident file. NOTE: Cannot be used to calculate earned income.
2nd	Up front income verification (UIV) (Ex: Work Number, Credit Bureau). UIV sources are those that can be accessed directly by the PHA either online or via automated telephone system. If desired information is NOT obtained go to next step.
3rd	Written Third Party Verification: Mandatory to supplement EIV reported income. Third-party generated documents, include paystubs, bank statements, print outs from online system, benefit letter, etc. Must collect at least two consecutive paystubs for employment income. If desired information is NOT obtained go to next step.

4th	Third party written verification form. Send standard income verification to income source(s). May be sent by mail or fax. **Note:** ***If a desirable response is not received in a timely manner a 2nd letter may be sent but not required in all cases.*** If desired information is NOT obtained go to next step.
5th	Third Party oral verification (documented to file). This could be via phone or interview by staff. A written record of this contact should be prepared by the HA that includes: date/time of contact, name and source of information, the HA staff person, summary of information provided, and the reason for using oral verification. If desired information is NOT obtained go to next step.
6th	Family Declaration or Certification: When all other forms of verification are impossible to obtain, the HA can obtain a notarized statement or signed affidavit from the family, attesting to the accuracy of the information provided. The applicant's file should clearly document why other forms of verification were impossible to obtain. Please note that this type of documentation should rarely be used and should not be used merely for the convenience of the applicant or the HA, or where the applicant cannot provide the necessary information. May be used as highest form of verification when the family reports zero income.

d) Assets and Asset Income;

- Real Property Ownership - The PHA will rely upon a self-certification from the family at both admission and reexamination stating that they do not have any present ownership interest in any real property.
  - If a family declares present ownership in real property, PHAs must seek third-party verification of the following, as applicable:
    - Whether or not the family has the legal right to reside in the property; and
    - Whether or not the family has the effective legal authority to sell the property; and
    - Whether or not the property is suitable for occupancy by the family as a residence.
  - In the case of a family member who is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA will comply with the confidentiality requirements under 5.2007. The PHA will accept a self-certification from the family member, and the restrictions on requesting documentation under § 5.2007 apply.
- Net Family Assets under $50,000
  - The PHA will accept a family's self-certification of net family assets equal to or less than $50,000 (adjusted annually for inflation) and

anticipated income earned from assets without taking additional steps to verify accuracy, at admission and at reexamination, except.

- Every three years at reexamination net family assets must be fully verified

e) Social Security and SSI;
Check EIV, if not available: request that the applicant provide a copy of their SS or SSI benefit letter, dated within the last 60-days. If the applicant does not have a current letter, assist the applicant in requesting the benefit letter from the SSA website. www.socialsecurity.gov

f) Deductions from Income;
Same as income (start with 3rd step)

g) Preferences;
Same as income (start with 3rd step)

h) Social Security Numbers (SSN) of all Family Members; Families are required to provide SSN's for all family members prior to admission. All members of the family defined above must provide an original valid social security card.

- A self-certification and a third-party document with the applicant's name printed on it may be used satisfy the SSN disclosure requirement if the PHA has exhausted all other attempts to obtain the required documentation. Prior to being added to the lease (newborns/adoptions/etc.) the head-of-house must provide an original valid card or other original government issued document containing the name and SSN.

NOTE: Exception for the following individuals:
Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for an SSN.

- A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is **not eligible** for housing assistance and cannot be housed.
- A family that consists of two or more household members **and at least one** household member that has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR 5.520. The PHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

i) Applicant Screening Information: and the HA documented direct knowledge or 3rd party.

j) Citizenship or eligible immigration status. Citizens are permitted to certify to their status. Eligible Immigration status will be verified with INS.

3. Applicants reporting zero income may be asked to complete a family expense form to document how much they spend on: food, transportation, health care, childcare, debts, household items, etc. and what the source of income is for these expenses.

4. The HA's applications for admission public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by the HA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if

any. The date, location, identification, and circumstances of each vacancy offered and accepted or rejected must be maintained.

E. The Preference System

1. An admission preference:

An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet the HA's Selection Criteria before being offered a unit.

2. Factors other than preferences:

Before applying its preference system, the HA will match the characteristics of the available unit to the applicants available on the waiting list. Unit sizes, accessibility features, or type of project limit the admission of families to households whose characteristics match the vacant unit available. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preference (e.g., the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference). Factors other than the preference system that affect applicant selection are described below:

a) When selecting a family for a unit with accessible features, the HA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing resident families seeking a transfer and second preference will be given to applicant families. If no family needing accessible features can be found for a unit with such features, the HA will house a family not needing the unit features, but a non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit.

b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, the HA will give a priority to elderly, disabled or near elderly families.

c) When selecting a family for a unit in a property that houses elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well, the HA will give equal priority to elderly families and disabled families.

d) When selecting a single person at a mixed population development, elderly, disabled, or displaced single persons have priority over other singles. Single applicants who are not elderly, disabled, or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units.

NOTE: Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease); meet the definitions of the preferences described below. The HA will not hold units vacant for applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

3. Verification of Preferences:

At the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

4. Preference (up front):

The following preference is available to qualifying families at this time:

- Catastrophic Involuntary Displacement, which is defined in this policy.

5. Special Circumstance Preferences:

These preferences apply only to specific units

- Near-elderly families over other families for units designated for elderly/disabled;
- For one bedroom/efficiency units; elderly, disabled families and displaced persons over other single persons.

6. Administration of the Preferences:

a) Depending on the time an applicant may have to remain on the waiting list, the HA will either verify preferences at the time of application (when the waiting list is short or nonexistent) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days old at the time of certification.

b) The HA may use a pre-application to obtain the family's certification that it qualifies for a preference. The family will be advised to notify the HA of any change that may affect their ability to qualify for a preference.

c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.

d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the non-preference category, and to a lower position on the waiting list based on date and time of application, if applicable.

7. Notice and Opportunity for a Meeting:

If the HA determines that an applicant does not meet the criteria for a preference, the HA must promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the HA's designee to review it. If requested within the time given in the notice the meeting must be conducted by a person or persons designated by the HA. The person designated by the HA to conduct the informal hearing shall be an impartial person appointed by the HA other than a person who made the approval of the HA's action under review or a subordinate of such person. The procedures specified in this section must be carried out in accordance with HUD's requirements. The applicant may exercise other rights if the applicant believes that he

or she has been discriminated against on the basis of race, color, age, religion, sex, disability, familial status, and national origin.

NOTE: The HA grievance procedure applies only to residents. It does NOT apply to applicants.

F. Screening Applicants for Admission.

1. HUD Regulations

All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, the HA will require applicants to demonstrate the ability to comply with essential provisions of the lease. The HA will ask if the Applicant requires any special accommodations or presence of a third party to help them with the application process and tenancy.

2. Asset Limitation

PHAs must deny admission of an applicant family for the following:

- Net family assets that exceed $100,000 (adjusted annually for inflation); and/or
- The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell the real property (based on laws of the state or locality in which the property is located) that is suitable for occupancy by the family as a residence.

3. Complying with essential lease requirements:

a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with this policy. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the HA.

b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
   - Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
   - Adversely affect the physical environment or financial stability of the project;
   - Violate the terms and conditions of the lease;
   - Require services from the HA staff that would alter the fundamental nature of the HA's program.

c) The HA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.

d) The HA may complete a credit check and/or a rental history check on all applicants.

e) Payment of funds owed to any HA or any other federally subsidized housing program is part of the screening evaluation. Outstanding balances will result in the

rejection of the application (current, written repayment agreements may be considered for further processing).

NOTE: Applicants that owe a HA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed (current, written repayment agreements may be considered for further processing). After the application is processed, the applicant must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a HA which has been discharged by bankruptcy shall not be considered in making this determination.

f) The HA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the HA rejects an applicant on the basis of criminal history, the HA must notify the household of the proposed rejection and proceed under the provisions of the Criminal Records Management Policy.

g) The HA will verify the information provided by the applicant by searching the Dru Sjodin National Sex Offender Database. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries. The website for the database is located at: http://www.nsopw.gov. A record of this screening, including date performed, will be retained. The HA will destroy the results of the search in accordance with 24 CFR 5.903 (g). The HA will retain the results of the search, along with the application, for a period of three years if the applicant is denied housing or, if the applicant is admitted to the program, for the term of tenancy plus three years.

h) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the HA may seek information from a drug abuse treatment facility or local law enforcement agency to determine whether the facility or agency has reasonable cause to believe the household member is currently engaging in illegal drug use.

i) The HA may complete a home visit on all applicants that have passed criminal history screening and have incomplete or questionable landlord references to determine if the applicant(s) housekeeping would create health or sanitation problems. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant(s) treatment of the unit or are caused by the unit's overall substandard condition.

j) Housekeeping criteria to be checked shall include, but not be limited to:
   - Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
   - Cleanliness in each room; and
   - General care of appliances, fixtures, windows, doors and cabinets.

   Other: The HA lease compliance criteria will also be checked, such as:
   - Evidence of destruction of property;

- Unauthorized occupants;
- Evidence of criminal activity; and
- Conditions inconsistent with application information.

NOTE: All applicants shall have at least a two-day advance written notice of home visits.

k) All applicants may be asked to attend and complete the HA's Pre-Occupancy Orientation.

l) The HA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant family's adult members:

- Past performance in meeting financial obligations, especially rent and utility bills.
- Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other residents or neighbors.
- History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that could adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.

NOTE: The HA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection.

- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- An applicant(s) ability and willingness to comply with the terms of the HA's lease.

m) The HA is required to reject the applications of certain applicants for criminal activity or drug abuse by household members:

- The HA shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the HA may admit the household if the HA determines that:
  - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HA, or
  - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- The HA is required to reject the application of a household if the HA determines that:
  - Any household member is currently engaging in illegal use of a drug; or

- The HA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing (lifetime ban);
- Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program (lifetime ban); or
- Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

NOTE: The above list is not intended to be all-inclusive. Applicants may be denied admission if the HA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

n) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition, or rent will result in rejection. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

o) Applicants must be able to demonstrate the ability and willingness to comply with the terms of the HA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by the HA.

p) Have previously been evicted from public housing, including having moved from the HA as a result of their lease being terminated by the HA.

q) Committed acts, which would constitute fraud in connection with any federally, assisted housing program.

r) Did not provide information required within the time frame specified during the application process.

s) During the interview process, the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.

t) The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, police department or other law enforcement agencies. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information used in accordance with Criminal Records Management Policy.

u) If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.

4. Screening applicants who claim mitigating circumstances.

a) If negative information is received about an applicant, the HA shall consider the time, nature, and extent of the applicant's conduct and other factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

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

c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, the HA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The HA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

d) Examples of mitigating circumstances might include:
- Evidence of successful rehabilitation;
- Evidence of the applicant family's participation in social service or other appropriate counseling service; or
- Evidence of successful and sustained modification of previous disqualifying behavior.

e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. The HA will consider such circumstances in light of:
- The applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
- The applicant's overall performance with respect to all the screening requirements; and
- The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

5. Qualified and Unqualified Applicants:

a) Verified information will be analyzed and a determination made with respect to:
- Eligibility of the applicant as a family;
- Eligibility of the applicant with respect to income limits for admission;
- Eligibility of the applicant with respect to net family assets limit;
- Eligibility of the applicant with respect to citizenship or eligible immigration status;
- Unit size required for and selected by the family;
- Preference category (if any) to which the family is entitled; and
- Qualification of the applicant with respect to the Selection Criteria.

b) Qualified (DETERMINED TO BE ELIGIBLE):
Families will be notified by the HA of the approximate time frame of admission insofar as that date can be determined; however, the time frame stated by the HA is an estimate and does not guarantee that applicants can expect to be housed by that date.

c) Denied (DETERMINED TO BE INELIGIBLE):
Generally, applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below: NOTE: Additional denials may be issued on future applications if the reason for an earlier denial still exists (housekeeping, poor rent paying habits, etc. may require verification that the issues no longer exist).

1) Denied admission for up to ***one year*** for the following:
   - Past rental record,
   - Bad rent paying habits,
   - Bad housekeeping habits, in and outside the unit,
   - Damages,
   - Disturbances,
   - Live-ins,
   - Demonstration of hostile behavior during the interview process that indicates that the applicant may be a threat to staff or residents,
   - Being evicted from a HA, including having moved from a HA as a result of their lease being terminated by the HA for reasons other than as listed below (beginning on the date of such eviction),
   - Having other federally subsidized housing assistance terminated for reasons other than as listed below (beginning on the date of such eviction).

2) Denied admission for up to ***three years*** for the following:
   - Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity (except drug trafficking) are ineligible for admission to public housing for up to a ***three year period*** beginning on the date of such eviction.
   - The HA will consider mitigating circumstances including successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.
   - Drug use without evidence of rehabilitation.

3) Denied admission for up to ***five years*** for the following:
   - Fraud: (giving false information on the application or during an interview is considered fraud).
   - A criminal record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on date of the last reported act or conviction.

4) Denied admission for up to ***10 years*** for the following:
   - From date of conviction for drug trafficking/distribution.

5) Denied admission ***for life*** to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
6) Denied admission ***for life*** to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") **on the premises of any federally assisted housing**. Premises are defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

NOTE: These time frames (with the exception of 5 & 6) are only guidelines and the HA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other residents or may admit persons who exhibit evidence of rehabilitation.

d) Notice to Deny Applicants:
Unqualified applicants will be promptly notified by a Notice of Rejection from the HA, stating the basis for such determination and offering an opportunity for informal hearing (see Procedure for Informal Hearing for Rejected Applicants). The denial letter will allow the applicant 10 calendar days to request an informal meeting (verbal and/or in writing) with the HA. A HA representative will hear the appeal and issue a decision within 10 calendar days of the meeting. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.

AHA will share the notice of occupancy rights and certification form when denying assistance or admission and in cases of eviction or termination of assistance. AHA requires participants to complete the HUD-5382 and does not request the form in writing.

- *Citations:* 24 CFR 5.2005(a), 24 CFR 5.2007(a), 24 CFR 5.2007(b)
- Share the HUD-5380 and HUD-5382 with applicants and participants at the specified occurrences.
- If AHA will require individuals to submit documentation, it must give the individual the choice of three types of documentation listed in 24 CFR 5.2007(b) and put the request in writing.

G. Occupancy Guidelines:

1. Guidelines:

The following guidelines shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units, with the written agreement, that they must transfer to the appropriate size unit when instructed to do so by the HA. Otherwise, the following occupancy standards shall apply:

Guidelines

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0 Br	1	1
1 Br	1	2
2 Br	2	4
3 Br	3	6
4 Br	4	8
5 Br	5	10

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

a) It will not be necessary for adults of different generations or opposite sex, other than spouse's or persons who represent themselves as a couple, to occupy the same bedroom, although they may do so at the request of the family.

b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a licensed physician or other health care provider.

c) Two children of the opposite sex over the age of six years will not be required to share a bedroom, although they may do so at the request of the family.

d) An unborn child will not be counted as a person in determining unit size. At the option of the HA, an infant, up to the age of two years, may share a bedroom with its parent(s). A single pregnant woman will be assigned to a one-bedroom unit.

e) The HA will count a child who is temporarily away from the home because the child has been placed in foster care for six months or less, is away at school or other situations that can be documented.

f) A single head of household parent shall not be required to share a bedroom with his/her child over the age of two years, although they may do so at the request of the family.

g) A live-in aide may be assigned a bedroom. Single elderly or disabled residents with live-in aides will be assigned two-bedroom units.

h) Efficiency apartments will be occupied first by persons who prefer efficiencies to one-bedroom units. Once applicants who prefer efficiencies have been housed, single individuals applying to mixed population buildings who wish to live in one-bedroom units (rather than efficiencies) will be offered a unit based on their position on the waiting list to determine whether they will be offered a one bedroom or efficiency.

2. The general HUD standard:

Two persons per bedroom will be the standard for the smallest unit a family may be offered.

NOTE: Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

NOTE: Exceptions may be made to allow for full utilization of all bedroom sizes. Family will be required to sign an acknowledgment that they will be required to move to the proper size unit if their unit is needed to house a family requiring the larger unit.

3. Family Options:

If a family opts for a smaller unit size than would normally be assigned under the unit size standard (because, for example, the list is moving faster) the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size, or circumstances (other than age of family members) change.

NOTE: When a family is actually offered a unit, if they no longer qualify for the unit size where they were listed, they will be moved to the appropriate waiting list, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

VII. TENANT SELECTION AND ASSIGNMENT PLAN

Check One	This HA maintains the checked waiting list method
☐	Community-wide Waiting List
☒	Site-based Waiting Lists

A. Organizing the Waiting List

1. Community-wide Waiting List:

It is the HA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- Type and size of unit needed (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- Applicant preference or priority, and
- Date and time the application is received.

NOTE: The HA will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

2. **Site-based Waiting List:**

   If the HA has elected to operate site-based waiting lists, the application for such lists shall be a part of the HA's Annual Plan.

   - All current applicants for units of the size and type offered at developments with site-based waiting lists will be given an opportunity to be listed on all waiting lists where they would accept a unit offer.
   - Once the initial site-based lists are established, all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.
   - Although applicants will have an opportunity to select the sites where they wish to receive offers, the waiting list and unit offers will continue to be administered centrally.
   - Type and size of unit needed (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
   - Applicant preference or priority; and
   - Date and time the application is received.

NOTE: The HA will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

B. <u>Making Unit Offers to Applicants</u>

NOTE: The **HA IS RESPONSIBLE** for keeping accurate records evidencing: eligibility status on waiting list, position on waiting list, offers made, and offers rejected (reason), and date housed. ****To meet this requirement, it is suggested that the HA keep a printed copy of the waiting list each time it is reordered, unless a historical electronic copy can be produced***** See record retention section.

1. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability, or familial status in this policy, a one offer system will be used to make unit offers.

   - The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type.
   - If the applicant refuses a unit offer without good cause the date and time of their application will be changed to the date and time of the refusal and loss of any preference. Refusal because of good cause will not result in loss of current position on waiting list. This must be documented to and verified by the HA.

2. The HA will first match the unit available to the highest-ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the offer.

3. In the selection of a family for a unit with accessible features, the HA will give preference to families that include a person with disabilities who can benefit from the unit features. (Current residents have priority over applicants for being housed in an accessible unit.)
4. Vacant elderly or disabled designated units will be offered to the near elderly if there are no eligible elderly or disabled persons on the waiting list. Other families will be offered these units if no eligible near elderly are on the waiting list.
5. The applicant must accept the vacancy offered within seven working days of the date the offer is communicated by first class mail (or the method of communication designated by an applicant with disabilities) or be removed from the waiting list.
6. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is anticipated to be ready for move-in first. If two units are anticipated to be ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.
7. The provisions of the deconcentration rule, contained within this policy, shall supersede the selection of applicants based on date and time and local preference points, if applicable, and allow the HA to skip families on the waiting list to accomplish this goal.

NOTE: For every fiscal year, each HA shall reserve a percentage of its new admissions for families whose incomes do not exceed 30% of the area median income. The goal for public housing shall be 40% of new admissions. In reaching the new admissions goals, the HA is required to avoid concentrating very low-income families in projects and must comply with the Deconcentration Policy.

EXPLANATION: The purpose of the Deconcentration Policy is to maintain a resident body in each development composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low-income families in the HA's area of operation as defined by state law.

C. Removing Applicant Names from the Waiting List:

To ensure vacant units are filled in a timely manner, the HA needs a waiting list that is accurate. While each applicant must keep the HA apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests in writing that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of reexamination, or because he/she fails to meet the applicant selection criteria; or
4. The application is withdrawn because the HA attempted to contact the applicant and was unable to do so. In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent an offer letter by first class mail to the applicant's last known address, asking the applicant to contact the HA within seven business days, or;
- The applicant will be sent a letter of continued interest by first class mail to the applicant's last known address, asking the applicant to contact the HA within seven business days, or;

NOTE: If an applicant contacts the HA as required within any of the deadlines stated above, he/she shall be housed or retained on the waiting list.

5. Persons who fail to respond to the HA attempts to contact them because of verified situations related to a disability shall be entitled to a reasonable accommodation. In such circumstances the HA shall reinstate these individuals to their former waiting list positions.
6. Families whose applications are withdrawn or rejected must reapply for housing only when the waiting list is open. Families whose applications were rejected may not reapply for 12 months.

D. Good Cause for Applicant Refusal of Unit Offer:

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of (good cause) for refusal of an offer of housing are:
   - The unit's location is inaccessible to source of employment, education, or job training, children's day care, or educational programs for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
   - The family demonstrates that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
   - A health professional verifies temporary hospitalization or recovery from illness of the principal household member or other household members (each as listed on final application);
   - The unit has lead paint and the family has children under the age of seven;
   - The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;
   - An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or

- The HA has HUD-approved site-based waiting lists and the offer is not for one of the sites the applicant has selected.

2. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

E. Leasing Accessible Units:

1. Before offering a vacant accessible unit to a non-disabled applicant, the HA will offer such units:
   - First, to a current public housing resident having a disability that requires the special features of the vacant unit.
   - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, the HA will require the applicant to agree to move to an available non-accessible unit within 30-days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

F. Administering the Applicant and Transfer Waiting Lists:

Check One	The HA must select one of the following methods
☐	Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assignment of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the property.
☒	Applications for admission and transfer will be processed at the property level. Offers may be made in person, in writing or by phone.

G. Transfers:

Some transfers take priority over new admissions. See IX.

VIII. LEASING POLICIES

A. General Leasing Policy:

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.
2. At a minimum the lease shall be signed by the head, spouse and a representative of the HA, prior to actual admission.
3. If a resident transfers from one HA unit to another, a new lease will be executed for the dwelling into which the family moves.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

a) A new lease agreement will be executed,
b) A Notice of Rent Adjustment (lease addendum) will be provided, or
c) A replacement first page to the lease agreement will be executed with the original lease date.

NOTE: All new leases and replacement pages are to be dated and signed by the resident(s) and a representative of the HA. Lease addendums provided by the Landlord and mailed to the resident **DO NOT** have to be executed (signed) by the resident.

5. Residents will be given the opportunity to designate alternative contact points at Leasing and at Reexamination (see Form HUD-92006)
6. Residents should advise the HA, in advance, if they will be absent from the unit for more than 14 days. The lease requires them to notify the HA by the fifth day of the absence. Residents shall notify the manager, secure the unit and provide a means for the HA to contact the resident in an emergency. Failure to advise the HA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing:

1. When offering units, the HA will provide the applicant with the unit address and location of the property. If the offer of a unit is preliminarily accepted by the applicant, the HA will contact the applicant to set up a date to show the unit if desired by the applicant.
2. Once the unit is shown and the applicant accepts the unit and all the HA requirements have been met the lease will be signed by all parties. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant.
3. No lease will have an effective date before the unit is ready for occupancy.

C. Additions to the Household and Visitors:

1. Only those persons listed on the most recent lease shall be permitted to occupy a dwelling unit.
    - Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in. The family shall notify the HA of all births, adoptions and court awarded custody within ten days of the occurrence.
    - All persons listed on the most recent reexamination form and the lease must use the dwelling unit as their sole domicile.
2. When a resident requests approval to add a new person to the lease, the HA will conduct pre-admission screening of any proposed new member to determine whether the HA will grant such approval.
3. Examples of situations where the addition of a family or household member is subject to screening are:
    - Resident plans to be married and requests to add the new spouse to the lease;

- Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren);
- A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult who is not a part of the original household, requests permission to take over as the head of the household.
- See item 9 below for adding a minor using a Power of Attorney.

4. Residents who fail to notify the HA of additions to the household or who permit persons to join the household without undergoing screening are violationns of the lease. Persons added without the HA's approval will be considered unauthorized occupants and the entire household will be subject to eviction.

5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on the HA premises that would be a lease violation.

   - Visits of more than 14 days in a calendar year shall be authorized only by the HA with advance documentation of extenuating circumstances.
   - Visitors remaining beyond this period without prior approval of the HA shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

6. Boarders, lodgers or others not on the lease shall not be permitted to move in with any family. Violation of this provision is grounds for termination of the lease.

7. Residents will not be given permission to allow a former resident of the HA who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.

8. Family members who move from the dwelling unit shall be removed from the lease.

   - The resident shall report the move out within 10 calendar days of its occurrence.
   - The individual(s) may not be readmitted to the unit and must apply as a new applicant household(s) for placement on the waiting list.
   - Medical hardship or other extenuating circumstances shall be considered by the HA in making determinations under this paragraph.

9. A resident may add a minor to the lease using the "Power of Attorney" provisions of Section 25-2A-7, Code of Alabama 1975. The HA shall require that the resident use the HA form, have the form filed and recorded with the Probate Judge, and return the recorded form to the HA office. The additional person must still meet all criteria of the admissions process and all other provisions of this ACOP shall apply, including the HA's consideration of whether the unit will still be properly sized, etc. The HA shall verify that the person added to the lease via this method is actually living in the unit. The Power of Attorney is good for only one year and must be annually renewed, recorded, etc.

IX. TRANSFER POLICY

A. Objectives of the Transfer Policy:

- To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- To facilitate relocation when required for modernization or other management purposes.
- To facilitate relocation of families with inadequate housing accommodations.
- To eliminate vacancy loss and other expense due to unnecessary transfers.
- To facilitate reasonable accommodations under the ADA.

B. Types of Transfers:

1. HA Mandated:

The HA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers the HA will cover the cost of the transfer pursuant to HUD schedule of relocation cost.

2. Transfers for Reasons of Health, ADA, Reasonable Accommodation or VAWA:

a. **HEALTH**: Resident may be transferred when the HA determines that there is a medical need for such transfers. The resident will be required to provide a statement from a medical doctor or other health care provider, which indicates the condition of the resident. The HA may send a request to the doctor for verification to be submitted directly to the HA from the doctor. The HA reserves the right to make its own evaluation of the situation and documentation.
   i. The resident must pay for all moving expenses (unless it is for a reasonable accommodation).
   ii. If the HA concludes that there is not a substantial and necessary medical need for a health transfer, the request shall be treated as a convenience transfer under Section IX.B.6.

b. **ADA REASONABLE ACCOMMODATION**: If a resident requests a transfer as a reasonable accommodation under the American with Disabilities Act (ADA), the HA will request third party verification from the doctor. The HA will determine whether or not the request is reasonable and whether or not the ADA applies.
   i. The HA will pay for all reasonable moving expenses pursuant to HUD schedule of relocation cost.
   ii. If the HA concludes that the ADA does not apply, the HA will determine whether the transfer should be treated as a convenience transfer under IX.B.6. or as a Health transfer under Paragraph a above.
   iii. Health/Reasonable Accommodation transfers will not incur a convenience transfer fee.
   iv. Prior to approval of Health/Reasonable Accommodation transfers, the resident must be current on all utilities and other charges, excluding rent.
   v. Transfers for a reasonable accommodation take precedence over those on the waiting list needing a reasonable accommodation.

vi. Health/Reasonable Accommodation transfers will be within the resident's original neighborhood unless the appropriate size and type of unit does not exist on the site.

c. **Violence Against Women Act (VAWA):** Resident will be transferred in accordance with the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking. This request must be submitted on Form HUD-5383 Emergency Transfer Request.
   i. The resident must pay for all moving expenses.
   ii. If the Form HUD 5383 is not submitted timely, the request shall be treated as a convenience transfer under Section IX.B.6.

3. Other HA Initiated Transfers:

To correct occupancy standards the HA may transfer residents to the appropriate sized units. Residents are obligated to accept such transfers. Transfers will be made in accordance with the following principles:

- Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines.
- Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
- The resident must pay for their moving expenses.
- To avoid concentrations of the most economically and socially deprived families. (Moving expenses paid by the HA).
- Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.

4. Incentive Transfers By HA:

The HA may occupy recently modernized and scattered site units through incentive transfers. Modernized units will be filled with incentive transfers, new applicants, or a combination of both in a manner that has the least impact on vacant units.

- Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.

5. Incentive Transfers Requested by the Resident:

Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. To be considered for an incentive transfer, the following conditions must be met:

- Residency in a HA development for at least three years.
- No more than two repayment agreements or unpaid balances at any time in the past two years.
- No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
- Good housekeeping record.

NOTE: No exceptions will be granted to the good record requirement for incentive transfers. The resident is responsible for the cost of moving.

6. Convenience Transfers:

The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the resident. All costs of the transfer shall be borne by the resident. A "Transfer Charge" list is posted in the HA offices and is based on our contract price for maintenance and an administrative charge of $_200.00_ for processing the transfer. The HA updates the transfer charge list as needed. The HA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within three days of the transfer. The resident is allowed a period of three days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than three days, and the keys are not turned in the resident will be charged $_25.00____ per day for each additional day. Prior to the transfer, the Landlord will perform an inspection on the current unit to determine the amount of charges the resident will be required to pay as a result of resident-caused damages, if any. All transfer charges must be paid at the time the resident signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection with the resident on the unit that the resident transferred from, after the keys are turned in, and a final determination will be made by the HA staff as to additional charges that may be due the HA. For example, the resident may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the HA because of this inspection, the resident must pay for these damages within 14 days of written notice from the HA. The resident must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer.

NOTE: Request for transfers for convenience must be made in writing to the HA at the resident's rental office stating the reason for the requested transfer. The HA will issue a decision within 30 calendar days of receipt of the request and, if approved, provide the resident with a list of the charges that will be the resident's responsibility to pay prior to the transfer.

C. <u>Priorities for transfers:</u>

All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:

1. HA mandated and transfers for reasons of VAWA, health or for ADA Reasonable Accommodations described above are mandatory transfers and take priority over new admissions.
2. Other HA initiated transfers are high priorities; the Executive Director has discretion to determine when these transfers should take precedence over admissions.

3. Convenience transfers are not a high priority and do not take priority over new admissions.

NOTE: Within each priority type, transfers will be ranked by date. In processing transfers requested by residents for approved health reasons or to move to a larger unit the date shall be the date the change in family circumstances are verified by the manager. The HA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition, and the family will be charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

D. Transfer Procedures:

1. The HA shall:

- Prepare a prioritized transfer list, as needed, at re-examination.
- Notify residents by letter of their pending transfer.
- Participate in evaluation of request for transfer based on approved medical reasons.
- Issue final offer of vacant unit as soon as vacant unit is identified.
- Issue notice to transfer as soon as vacant unit is available for occupancy.
- Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both units involved in the transfer, charging for any resident damages that are not considered normal wear and tear.

2. Offers:

Only one offer of an appropriate unit will be made to each resident being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse ___1__offer(s). In the case of a family being transferred from a unit that is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the __2nd_ unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a resident declines an offer of a transfer to a single level unit requested by the resident for health reasons, the HA will notify the resident, at that time, that the HA is not obligated to make any subsequent offers. The HA will notify the resident that the HA has discharged its obligations to the resident and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the resident's condition.

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

E. Good Record Requirement for Resident Requested (Convenience) Transfers:

1. In general, and in all cases of resident requested transfers (except for medical reasons and/or ADA Reasonable Accommodation requests), residents will be considered for a transfer only if the head of household and any other family members for the past two years:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff;
- Do not owe back rent or other charges or evidence a pattern of late payment;
- Meet reasonable housekeeping standards and have no housekeeping lease violations; and
- Can get utilities turned on in the name of the head of household (applicable only to properties with resident paid utilities).

2. Exceptions to the good record requirements may be made for emergency transfers, ADA Reasonable Accommodations, or when it is to the HA's advantage. Absent a determination of exception, the following policy applies to transfers:

   - If back rent or other charges are owed, the resident will not be transferred until paid in full.
   - A resident with housekeeping standards violations will not be transferred until he/she demonstrates acceptable housekeeping standards for six months and passes a follow-up housekeeping inspection.

X. ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL REEXAMINATIONS, AND REMAINING FAMILY MEMBERS (SEE ADMISSIONS SECTION FOR FURTHER GUIDANCE)

A. Eligibility for Continued Occupancy:

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in the definition section of this policy. For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age six and older, each have Social Security numbers or have examinations on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who comply with the HA's eight hour per month community service requirements (if applicable).
6. The PHA will not enforce the asset limitation(s) above at Interim/Annual reexamination. The PHA will still calculate net family assets in the manner required by HUD.
7. Who is not an over-income family (See section XII).

B. Reexaminations:

1. Regular (Annual) reexaminations:

The HA shall, at least once a year, re-examine the family composition and incomes of all resident families. For families who choose flat rents, the HA must conduct a reexamination of family composition and community service requirements (WHEN APPLICABLE) at least annually and must include a reexamination of family income at least once every three years.

a) Each family will be required to furnish information in Section III (A) of the Dwelling Lease and in the Community Service Policy. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of resident to report the necessary information, the HA may terminate the Lease. This reexamination shall be done at least 30-days and not more than 120-days prior to the anniversary month. The new rent shall take effect on the anniversary month.

b) Records shall be maintained to ensure every resident being reexamined within a 12-month period.

c) Upon completion of reexamination and verification, resident shall be provided reasonable advanced notice (must be 30 days for increases in rent), in writing, prior to the effective date of the following: (A copy of such notification is to be retained in the resident's file.)

- Any change in rent and the date on which it becomes effective.
- Any change required in the size of dwelling unit occupied.
- Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
- The amount of the resident rent and the amount of the flat rent.
- In the event of a change in resident circumstances resident will be sent a notice to report to the management office at a specified date and time to execute a new first page of the lease.

d) If this HA determines that the size of the premises is no longer appropriate for resident's needs, the resident may be required to transfer to another unit as outlined in the Transfers Section.

2. Special Reexaminations:

Pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

a) If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special reexamination shall be scheduled for 30, 60, or 90-days, depending on circumstances. The resident shall be notified, in writing, of the date of the special reexamination.

b) If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special reexamination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.

c) Rents determined at special reexaminations shall be made effective as noted in the next section.
d) Families reporting zero income will have their circumstances examined according to the special reexamination section until they have a stable income. Regular or recurring monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose shall be considered income.

3. Procedures:

- 90 to 120 days prior to the anniversary date of lease, the HA will mail the resident a notice and appointment date for reexamination.
- At the time of reexamination, all adult members of the household will be required to complete and sign all applicable forms required by the HA and HUD to determine family composition and income.
- Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.
- An EIV report(s) will be generated prior to the reexamination interview.
- A credit check may be run on each family at reexamination to help detect any unreported income, family members not reported on the lease, etc.
- Verified information will be analyzed and a determination made with respect to:
  - Eligibility of the resident as a family or as the remaining member of a family;
  - Unit size required for the family (using the Occupancy Guidelines); and
  - Rent the family should pay.
- Residents with a history of sporadic or multiple temporary jobs whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment when a pattern can be determined. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
- Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.
- Residents shall be given a copy of the HA's Request for a Reasonable Accommodation Form and a copy of the VAWA forms.

4. Action Following Reexamination:

a) If there is any change in rent,
   - A new lease agreement will be executed,
   - A Notice of Rent Adjustment will be executed, or
   - A replacement first page to lease agreement will be executed.

b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available.

XI. INTERIM RENT ADJUSTMENTS

A. Adjusting Rent between Regular Reexaminations

1. Residents are required to report all changes in income, deductions, family composition or status to the HA in writing within 10 calendar days of the occurrence. Failure to report in writing within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. Residents are also required to report interim increases in income if they have been granted interim rent reductions.
2. The HA wishes to encourage families to improve their economic circumstances, so adjusted income changes of less than 10 percent in family adjusted income between reexaminations will not result in a rent change.
3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the HA.
4. The HA will process interim adjustments in rent as follows:

   a) Income Change:
   The HA action:
   - Decrease in family income greater than 10 percent of annual **adjusted income**, except for decrease that lasts fewer than 30-days. The HA will process an interim reduction in rent if the income decrease will last more than 30-days. Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.
   - Decrease in family income when a family member permanently moves out of the unit. The HA will process an interim decrease unless there is no change/decrease in adjusted income as a result of the decrease in family size, then a non-interim transaction is processed instead of an interim reexamination.
   - Increase in family income following the HA granting of interim rent decrease. The HA will process an interim increase for annual **adjusted income** increases of 10 percent or more that follow interim rent reductions.
   - Increase in income because a person with unearned income that increases adjusted income of the family by more than 10 percent joins the household. The HA will process an interim increase.
   - Increase in income because a person with earned income or no income joins the household. The HA will process a non-interim reexamination and inclusion of the income will be delayed until annual reexamination.
   - Increase in income from any new source that are greater than 10 percent of annual **adjusted income** and the HA previously processed an interim decrease during the certification period. The HA will process an interim increase.
   - Incremental increases in family income due to pay increases or raises from existing employment. The HA will defer the increase to the next regular reexamination unless it would result in an increase in **adjusted income** of 10 percent or more and the family has previously received an interim reduction during the same reexamination cycle.
   - Policy moving forward with pending PHA Plan, no increase between annuals, except if rent has been decreased via interim between those recent annuals

- Increase in unearned income (e.g. COLA adjustment for social security; unemployment benefits; TANF; new social security/SSI benefits; etc.). The HA will defer the increase to the next regular reexamination unless it would result in an increase in **adjusted income** of 10 percent or more.

b) Resident Misrepresentation:
- The HA will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than it should have been. The HA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred, or
- Based on circumstances the HA may evict.

c) Deduction Change:
- A change in family status will be deferred to the next annual reexamination unless the change would result in a 10 percent change in **adjusted income**.
- A change in the number of dependents will be processed.
- A change in medical expenses will be deferred to the next annual reexamination unless the change would result in a 10 percent change in **adjusted income** (see hardship exemption).
- A change in childcare expenses will be deferred to the next annual reexamination unless the change would result in a 10 percent change in **adjusted income** (see hardship exemption).

B. Effective Date of Adjustments:

Residents will be notified in writing of any rent adjustment and the effective date of the action.

1. Rent decreases go into effect the first of the month following the actual date of decrease and/or the date resident reported the decrease, whichever is later. Income decreases reported or verified after the resident accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation or late reporting) become effective the first of the month following a 30 day written notification of the increase in rent.
3. For misrepresented or failure to report timely, the HA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

XII. REQUIRED TERMINATION OF FAMILIES EXCEEDING THE OVER INCOME LIMIT POLICY NOT IN PREVIOUS ACOP

The Housing Opportunity Through Modernization Act of 2016 requires that Public Housing Authorities establish income limits for continued occupancy. The law sets the limit at 120 percent of the area median income.

Families with a valid Family Self-Sufficiency (FSS) contract are exempt from this Regulation.

A. Over Income Limit:

The over income limit is determined by multiplying the current HUD published Very-Low Income Limit for the family size by 2.4. Families are provided with a two-year grace period before any actions are taken in regards to an over income status.

B. Timing

1. At every annual or interim reexamination of income (on or after March 24, 2019) the HA will determine if the family's **adjusted** income exceeds the over-income limit. The HA shall document and track any over-income findings in the resident's file.

2. For over-income families, the HA will schedule an income reexamination (annual or interim) 12 months from the reexamination that identified the family as over income.

NOTE: The Flat Rent annual update does not require an over-income determination, only the income reexamination that must be performed at least once every three years for families on flat rents. If a Flat Rent family is over income at the reexamination, an interim reexamination must be conducted in 12 months.

C. Actions

1. If one year after the initial over-income finding by the HA, the family's income continues to exceed the over-income limit, the HA will provide written notification to the family.
2. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to a higher rent (based on HUD guidelines to be provided and will be posted in the development office).

NOTE: If the HA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

Exception: The over-income limit does not apply to families with income exceeding the over-income limit if they are housed by a PHA renting to over-income families under Section XXIV, Occupancy by over Income Families in Certain Public Housing.

XIII. LEASE TERMINATION PROCEDURES

A. General Policy: Lease Termination:

AHA will provide notice for termination of tenancy and evictions to tenants.

Citations: 24 CFR 966.4(l); 24 CFR 966.52(a); Ala Code §35-9A-302 and §35-9A-421

A lease termination notice must provide a reasonable period of time considering the seriousness of the situation (but not to exceed 30 days); If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; except that if a State or local law allows a shorter notice period, such shorter period shall apply.

No resident's lease shall be terminated except in compliance with HUD regulations, the lease terms, and state law.

B. Notice Requirements:

1. No resident shall be given a Notice of Lease Termination without being told by the HA in writing the reason for the termination and the requirements necessary to cure deficiencies if curable.
    - The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure and be given the opportunity to make such a reply as he/she may wish.
    - Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or the HA employees; and any drug-related criminal activity.
2. Notices of lease termination shall be in accordance with the lease.

C. Record-keeping Requirements:

A written record of every termination and/or eviction shall be maintained by the HA, and shall contain the following information:

- Name of resident, race, ethnicity and unit number;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

XIV. UTILITIES

In some of the HA's developments, residents pay the cost of certain utilities directly to the supplier. At these properties, resident rents are reduced by an allowance for utilities developed by the HA in consultation with the utility supplier or qualified consulting firm.

A. Resident-Paid Utilities:

The following requirements apply to residents living in developments with resident-paid utilities:

1. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a residents Total Tenant Payment is less than the utility allowance, the HA may pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, the utility allowance would be paid to the resident.
3. It may be suggested to the resident to use a "Budget" plan, which protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter
4. When a resident makes application for utility service in his/her own name, he or she shall sign a third-party notification agreement so that the HA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Denial of Assistance.
6. Maintaining utilities is the resident's obligation under the HA's lease. Failure to maintain utilities is grounds for lease termination and eviction.

B. Excess Utility Charges:

Check metered developments or buildings: In buildings that are check metered, residents shall have consumption based utility allowances that reflect the size and type of units and actual equipment provided by the HA. Check meters shall be read by the HA and each resident charged for consumption in excess of the utility allowance.

XV. FLAT RENTS/CEILING RENTS

A. Intent and Purpose:

Ceiling rents provide an incentive to remain in public housing to families whose flat rents were reduced to income-based rents because of a hardship and whose incomes then increased so that an income based rent is unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination (when they can elect the flat rent).

B. Establishing Ceiling Rents:

The HA has established ceiling rents for all dwelling units inventory wide. Ceiling rents for a class of units are based on the size, location or other characteristic that are unit based. The HA may revoke or raise ceiling rents at any time after giving reasonable notice to the affected residents.

C. Calculating Ceiling Rents:

The HA will determine the minimum ceiling rents that can be charged for a unit. Ceiling rents are based on the flat rent plus any applicable utility allowance.

D. What the Resident Pays:

Residents in units where ceiling rents are in effect pay the lower of the ceiling rent or income-based rent.

E. Ceiling Rent Adjustments:

Ceiling rents will be adjusted annually to the level of the "flat" rents plus the utility allowance.

F. Flat Rents:

Flat rents are 80% of the published Fair Market Rent. A PHA may request a waiver to use market-based rents or the minimum flat rent as determined by HUD requirements.

Once each year, only at admission or at the annual reexamination, all residents are offered the choice of paying an income-based rent or the flat rent.

NOTE: The family must be offered the opportunity to go on "flat" or "income based" rent and the HA must maintain documentation of the offer and selection.

G. Annual Update of Flat Rents:

The HA shall review the Flat Rent structure within 90 days of publication of the HUD approved Fair Market Rents and adjust the flat rents as needed. Residents on flat rent will not be affected by flat rent updates until their next regular reexamination.

H. Reexamination of Families on Flat Rents:

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

XVI. PROCEDURES TO BE USED IN DETERMINING INCOME AND RENT

A. Annual Income:

Annual income includes, with respect to the family all amounts, not specifically excluded (see annual income definition), received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and when the value of net family assets exceeds $50,000 (adjusted annually by HUD) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

1. Calculating Annual Income at Annual Reexamination:

Step 1: Determine the annual income for the previous 12-month period as defined at 24 CFR § 5.609(a) and (b). If there have been no changes to income beyond this calculation, then this is the amount that will be used to determine the family's rental assistance.

Review the following information to determine prior-year income:

- The EIV Income Report (must be pulled within 120 days of the effective date of the annual reexamination to be considered current);
- The income reported on the most recent reexamination HUD–50058/HUD–50059; and
- What the family certified to on the annual reexamination paperwork for prior-year income.

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination.

- If there was an interim reexamination performed, the PHA must use the annual income from the interim to determine the family's rental assistance, if there are no additional changes.
- If the PHA Owner did not perform an interim or there have been changes since the last reexamination, move to Step 3.

Step 3: If there were changes in annual income not processed by the PHA since the last reexamination, use current income.

- Family reports their income for the prior year and whether there have been permanent changes.
- If there are no reported changes to an income source, the PHA may use documentation of prior-year income to calculate the annual income used for the current annual reexamination HUD–50058/HUD–50059. For example, the PHA/MFH Owner could use the following documentation and certification from the family:
- EIV + self-certification (wages, Supplemental Security Income (SSI), Social Security, and unemployment)

- Current level 4B2 documents verifying prior-year income that are dated within the required timeframe (120 days of receipt by the PHA/MFH Owner), for example:
- Year-end statement
- Paycheck with year-to-date amount
- Tax forms (Form 1040, W2, 1099, etc.)

- If there are reported changes by the family or the PHA notes discrepancies between EIV and what the family reports, follow the verification hierarchy to document and verify income. See Attachment J (paragraph J.5) (Verification Hierarchy) of this notice for information about verification.

B. Anticipating Annual Income:

If it is not feasible to anticipate income for a 12-month period, the HA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for nine months, or for residents receiving unemployment compensation.)

C. Adjusted Income:

Adjusted income means annual income (Section VI(A) above) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

(a) Mandatory deductions.
(1) $480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of $25;
(2) $525 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of $25;
(3) The sum of the following, to the extent the sum exceeds ten percent of annual income:
(i) Unreimbursed health and medical care expenses of any elderly family or disabled family; and
(ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
(4) Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.
A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully

employed, to seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by the HA when the expense is incurred to permit education or to seek employment.

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

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

NOTE: Eligible families will begin receiving the 24-month phased-in relief at their next annual reexamination or interim reexamination, whichever occurs first after January 1, 2024. When an eligible family's phased-in relief begins at an interim reexamination, the PHA/MFH Owner will need to process another transaction one year later to move the family along to the next phase. The transaction can be either an interim reexamination if triggered, or a non-interim reexamination transaction.

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

(ii) Form of relief.

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

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

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

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

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

(i) Eligibility for relief.

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

Examples under which residents would qualify for the hardship exemption relief under b(2)(A) would be limited to the following:

- The inability of the family to pay the rent is generally considered an increase in rent of more than 10 percent directly attributable to the increased deductible above 3 percent.
- The family no longer receives reimbursement for health and medical care expenses previously reimbursed resulting in an increase in rent of more than 10 percent.
- The family would be evicted as result of the imposition of the medical deduction decrease.
- A death in the family has occurred resulting in a decrease in health and medical care expenses that is not offset by a decrease in income resulting in at least a 10 percent increase in rent; or
- Other circumstances as determined by the HA

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

(ii) Form and duration of relief.

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

(B) The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier.

(c) Exemption to continue childcare expense deduction. A family whose eligibility for the childcare expense deduction is ending may request a financial hardship exemption to continue the childcare expense deduction under paragraph (a)(4) of this section. The Housing Authority will recalculate the family's adjusted income and continue the childcare deduction if the family demonstrates to the Housing Authority's satisfaction that the family is unable to pay their rent because of loss of the childcare expense deduction, and the childcare expense is still necessary even though the family member is no longer employed or furthering his or her education. The hardship exemption and the resulting alternative adjusted income calculation will remain in place for a period of up to 90 days.

Requirements under which residents would qualify for the hardship exemption relief under (c) would be limited to the following:

- The Family must document the necessity for continued childcare such as to maintain a spot(s) with the childcare agency for:

- Seasonal employment which is expected to resume within 90 days.
- Serious medical condition expected to last 90 days or less.

- The family must show an inability to pay rent generally considered an increase in rent of more than 10 percent directly attributable to the loss of the childcare deduction.
- The family would be evicted as result of the imposition of the medical deduction decrease.
- A death in the family has occurred resulting in a temporary need (90 days or less) to continue childcare expenses.
- Other circumstances as determined by the HA

The Housing Authority will promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from the approval of a hardship exemption. The notice will include when the hardship exemption will begin and expire

D. Computing Rent:

1. The TTP.

The first step in computing rent is to determine each family's Total Tenant Payment (TTP). Then, if the family is occupying a unit that has resident paid utilities, the Utility Allowance is subtracted from the TTP. The result of this computation, if a positive number, is the tenant rent. If the TTP less the utility allowance is a negative number, the result is the utility reimbursement, which may be paid to the resident or, directly to the utility company by the HA.

2. TTP is the highest of:

- 30% of adjusted monthly income; or
- 10% of monthly income; but never less than the...
- $_50.00_____minimum rent; and never more than the...
- Flat rent/ceiling rent, if chosen by the family.

NOTE: It is possible for public housing residents to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a public housing family's TTP is the minimum rent of $25 and the HA's utility allowance for the size and type unit the family has selected is $60, the family would receive a utility reimbursement of $35 ($60 less $25) for resident purchased utilities.

3. Tenant Rent:

Tenant rent is computed by subtracting the utility allowance for resident supplied utilities (if applicable) from the TTP. In developments where the HA pays all utility bills directly to the utility supplier, tenant rent equals TTP.

4. Minimum Rent:

The minimum rent shall be $50.00_ per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the $_50.00__ because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or
- Other circumstances as determined by the HA

5. Rent Choice:

At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the flat rent applicable to the unit they will be occupying.

6. De Minimis Errors in Income Determinations:

PHAs will not be considered out of compliance solely due to de minimis errors in calculating family income. De minimis errors occur when a PHA's determination of a family's income deviates from the correct income determination by no more than $30 per month in monthly adjusted income (or $360 in annual adjusted income).

If an error occurred in the calculation of income that results in the family overpaying rent, the amount of overpayment retroactive until the effect date of the error will be credited to the tenant account. The family may request a refund of the credit amount that exceeds charges due in the next 30 days or the credit will be applied to future charges.

XVII. COMPLAINTS AND GRIEVANCE PROCEDURES

Complaints and Grievance Procedures shall be processed in accordance with the HA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. The grievance policy is only applicable to Public Housing residents of the HA. Applicants are only entitled to an informal hearing, NOT THE GRIEVANCE POLICY, upon proper request.

XVIII. SECURITY DEPOSITS

A security deposit shall be made pursuant to a schedule posted in the HA office. Security deposits may be refunded as provided in the Lease and in this procedure. Any balance of the security deposit shall be returned by mail to the former resident as defined in the lease and by state law. A detailed statement of all charges (rent, late fees, damages, etc.) made against the security deposit will be included and mailed within 60 days to the last known address of the resident. No security deposit shall be returned until keys to the unit have been returned to the HA. All security deposits for pets shall be made in accordance with the HA pet policy. There is no interest accrued or paid on any security deposit refunds, if any. A tenant has 90 days to deposit or cash check.

XIX. PET RULE

A. Pets:

This HA has adopted a pet policy for use in all HA property. All Residents must comply with this pet policy. FAILURE TO COMPLY WITH THE PET POLICY WILL BE CONSIDERED A SERIOUS BREACH OF THE LEASE. Residents will comply with Section IV (P) of their dwelling lease that states, "Not to keep or allow dogs, cats, or any other animals or pets on the premises without prior written consent of Landlord."

B. Assistance Animals:

The Pet Policy does not apply to assistance animals that are used to assist persons with disabilities. (See assistance animal policy).

NOTE: Nothing in this policy limits or impairs the rights of persons with disabilities.

XX. DECONCENTRATION RULE

A. Objective:

The objective of the Deconcentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of the HA is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. Also, the HA will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. The HA will track the status of family income, by development, on a monthly basis by utilizing income reports generated by the HA's computer system.

B. Exemptions:

The following are exempt from this rule.

- Public housing development with fewer than 100 public housing units. A covered development is defined as any single development or contiguous developments that total over 100 units.
- Public housing developments, which house only elderly persons or persons with disabilities, or both.
- Public housing developments, which consist of only one general occupancy family public housing development.
- Public housing developments approved for demolition or conversion to resident-based assistance.
- Mixed financing developments.

C. Actions:

To accomplish the deconcentration goals, the HA will take the following actions:

1. At the beginning of each HA fiscal year, the HA will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous HA fiscal year.
2. To accomplish the goals of deconcentration:
   a) Not less than 40% of the HA admissions on an annual basis shall be to families that have incomes at or below extremely low-income limit and
   b) The HA shall determine the average income of all families residing in all the HA's covered developments. The HA shall determine the average income of all families residing in each covered development. In determining average income for each development, this HA has adjusted its income analysis for unit size in accordance with procedures prescribed by HUD. The HA shall determine whether each of its covered developments falls above, within or below the established income range. The established income range is from 85 to 115 percent (inclusive) of the average family income, except that the upper limit (115 percent) shall never be less than the income at which a family would be defined an extremely low-income family.

NOTE: To calculate the extremely low-income figure: Find the average family size (HA wide) of the covered developments and extrapolate the amount from the HUD published extremely low-income limits. For example, if the average family size is 2.6, the two person limit may be $12,400 and the three person limit may be $13,950. Therefore, the figure will be $12,400 plus 60% of the difference between the two figures, which is $13,330. This figure will be recalculated upon receipt of new HUD determined income limits.

NOTE: Fair housing requirements. All admission and occupancy policies for public housing programs must comply with Fair Housing Act requirements and with regulations to affirmatively, further fair housing. The HA may not impose any specific income or racial quotas for any development or developments.

XXI. COMMUNITY SERVICE POLICY

A. Each non-exempt adult public housing resident must:

1. Contribute eight hours of community service;
2. Participate in a self-sufficiency program for eight hours in each month; or
3. Perform eight hours per month of combined activities as described in items one and two.

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

NOTE: For purposes of the community service requirement an adult is a person 18 years or older.

B. Exempt: An adult who:

1. Is 62 years of age or older
2. Qualifies with disabilities that prevent the individual's compliance. The individual must provide appropriate documentation to support the qualifying disability, which may include self-certification. In addition, any person who is the primary caretaker of such individual is exempt.
3. Is engaged in work activities as defined in section 407(d) of the Social Security Act.
4. Is participating at least eight hours a month in a welfare-to-work program.
5. Is a member of a family receiving assistance from and in compliance with a State program funded under Part A, Title IV of the Social Security Act. (To include a Food Stamp type program).
6. Currently working at least 20 hours per week.

C. Proof of Compliance:

Each head of household must present to the HA office documentation that he/she and all other persons eighteen years of age or older living in the household, who are not exempt, have complied with this section. Documentation may include a letter from the agency on letterhead or other official document. Any such documentation shall be verifiable by the HA. Failure to comply with the Community Service Requirement and to provide appropriate verifiable documentation prior to the date required shall result in the lease not being renewed by the HA. Provided, however, that the HA may allow the family member who is not in compliance to complete the requirements within the following year as follows: The head of household and the person not in compliance shall sign an agreement stating that the deficiency will be cured within the next twelve months. The head of household annually at reexamination shall make proof of compliance with the agreement. Failure to comply with the agreement shall result in the lease being terminated for such non-compliance, unless the person(s) other than the head of household no longer resides in the unit and has been removed from the lease.

NOTE: FAILURE TO COMPLY WITH THE COMMUNITY SERVICE REQUIREMENT AND TO PROVIDE APPROPRIATE VERIFIABLE DOCUMENTATION PRIOR TO THE DATE REQUIRED SHALL RESULT IN THE LEASE NOT BEING RENEWED BY THE HA.

D. Changes in Exempt or Non-Exempt Status will be handled during an interim or annual reexamination.

E. Eligible activities:

1. Community Service:

- Work at a local public or non-profit institution, including but not limited to: school, Head start, other before or after school program, child care center, hospital, clinic, hospice, nursing home, recreation center, senior center, adult day care program, homeless shelter, feeding program, food bank (distributing either donated or commodity foods), or clothes closet (distributing donated clothing), etc.;
- Work with a non-profit organization that serves HA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, other children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Center, Community clean-up programs, Beautification programs, etc.;
- Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Senior meals programs, Senior Center, Meals on Wheels, etc.;
- Work with any other public or non-profit youth or senior organizations;
- Work as an officer of a development or citywide resident organization;
- Work as a member of the Resident Advisory Committee;
- Work at the Authority to help improve physical conditions (for example as a floor, grounds or building captain);
- Work at the Authority to help with children's programs;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through a resident organization to help other residents with problems, serving as an officer in a Resident Organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

NOTE: HA's should notify their insurance companies if residents will be serving at the HA

2. Eligible Self-sufficiency Activities:

Eligible self-sufficiency activities in which residents may engage include, but are not limited to:

- Job readiness programs;
- Job training programs;
- Skills training programs;

- Higher education (Junior college or college);
- GED classes;
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- English as a second language classes;
- Budgeting and credit counseling; and
- Carrying out any activity required by the Department of Public Assistance as part of welfare reform.

XXII. CLOSING OF FILES AND PURGING INACTIVE FILES

This HA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or in cases involving a household containing a minor with a reported elevated blood-lead level (EBL) the record is retained indefinitely.

During the term of tenancy and for three years thereafter the HA will keep the resident file. In addition, the HA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the HA and financial statements.
- Other records which HUD may specify.

The HA shall retain all data for current residents for audit purposes. No information shall be removed which may affect an accurate audit.

XXIII. PROGRAM MANAGEMENT PLAN

(Organization Plan)

Reference the HA's adopted personnel policy for the organization plan of the HA.

XXIV. OCCUPANCY BY OVER INCOME FAMILIES IN CERTAIN PUBLIC HOUSING

(Only Applies to HA's with less than 250 Units)

A HA that owns or operates fewer than 250 units, may rent a unit in a public housing development to an over income family, in accordance with its HA annual plan under the following circumstances.

- There are no eligible families on the waiting list; or

- There are no eligible families applying for assistance in that month.
- Before offering the unit to an over income family, the HA publicizes the availability of the unit for eligible families, including publishing a 30 day notice in one (1) newspaper of general circulation.
- The over income family rents the unit on a month-to-month basis for a rent charge that is not less than the cost to operate the unit.
- The over income family signs an agreement to vacate the unit when needed by an eligible family; and
- The HA gives the over income family notice to vacate the unit when the unit is needed for an eligible family, and this notice is given at least 30 days before the over income family is to vacate.

XXV. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION

There shall be maintained in each HA office waiting room a bulletin board, which will contain the following posted materials:

- Statement of policies and procedures governing ACOP this policy also outlines the HA's Tenant Selection and Assignment Plan.
- Open occupancy notice (applications being accepted and/or not accepted).
- Directory of housing communities including names, address of project offices, and number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all ha facilities.
- Income limits for admission.
- Utility allowances.
- Current schedule of routine maintenance charges/transfer charges.
- Dwelling lease.
- Grievance procedure and hearing officers.
- Fair housing poster.
- "Equal Opportunity in Employment" poster.
- Any current "tenant notices."
- Security deposit charges.

XXVI. OTHER POLICIES

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document to keep this policy current. All items substituted within this document shall be kept by the HA in a separate file for historical and research purposes.

XXVII. APPENDIX "A"

Accessible dwelling units	When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40 [the Uniform Federal Accessibility Standards] is "accessible" within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
Accessible Facility	Means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. [24 CFR § 8.21]
Catastrophic Involuntary Displacement	Displacement that may be caused by fire, acts of nature.
Accessible Route	For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & 40.3.5]
Adaptability	Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR 8.3 & 40.3.5]
Adjusted Income	*Adjusted income* means annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the deductions outlined in Section VI(C): (a) *Mandatory deductions.* (1) $480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of $25; (2) $525 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of $25; (3) The sum of the following, to the extent the sum exceeds ten percent of annual income: (i) Unreimbursed health and medical care expenses of any elderly family or disabled family; and (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and

	(4) Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. (b) *Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses* (1) *Phased-in relief.* This paragraph provides financial hardship relief for families affected by the statutory increase in the threshold to receive health and medical care expense and reasonable attendant care and auxiliary apparatus expense deductions from annual income. (i) *Eligibility for relief.* To receive hardship relief under this paragraph (c)(1), the family must have received a deduction from annual income because their sum of expenses under paragraph (a)(3) of this section exceeded 3 percent of annual income as of January 1, 2024. (ii) *Form of relief.* (A) The family will receive a deduction totaling the sum of the expenses under paragraph (a)(3) of this section that exceed 5 percent of annual income. (B) Twelve months after the relief in this paragraph (c)(1)(ii) is provided, the family must receive a deduction totaling the sum of expenses under paragraph (a)(3) of this section that exceed 7.5 percent of annual income. (C) Twenty-four months after the relief in this paragraph (c)(1)(ii) is provided, the family must receive a deduction totaling the sum of expenses under paragraph (a)(3) of this section that exceed ten percent of annual income and the only remaining relief that may be available to the family will be paragraph (d)(1) of this section. (D) A family may request hardship relief under paragraph (c)(2) of this section prior to the end of the twenty-four-month transition period. If a family making such a request is determined eligible for hardship relief under paragraph (c)(2) of this section, hardship relief under this paragraph ends and the family's hardship relief shall be administered in accordance with paragraph (c)(2) of this section. Once a family chooses to obtain relief under paragraph (c)(2) of this section, a family may no longer receive relief under this paragraph. (2) *General.* This paragraph (c)(2) provides financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing a financial hardship. (i) *Eligibility for relief.* (A) To receive hardship relief under this paragraph (c)(2), a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased or the family's financial hardship is a result of a change in circumstances that would not otherwise trigger an interim reexamination. (B) Relief under this paragraph (c)(2) is available regardless of whether the family previously received deductions under paragraph (a)(3) of this section, is currently receiving relief under paragraph (c)(1) of this section, or previously received relief under paragraph (c)(1) of this section. (ii) *Form and duration of relief.* (A) The family will receive a deduction for the sum of the eligible expenses in paragraph (a)(3) of this section that exceed 5 percent of annual income.

	(B) The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. (c) *Exemption to continue childcare expense deduction.* A family whose eligibility for the childcare expense deduction is ending may request a financial hardship exemption to continue the childcare expense deduction under paragraph (a)(4) of this section. The Housing Authority must recalculate the family's adjusted income and continue the childcare deduction if the family demonstrates to the Housing Authority's satisfaction that the family is unable to pay their rent because of loss of the childcare expense deduction, and the childcare expense is still necessary even though the family member is no longer employed or furthering his or her education. The hardship exemption and the resulting alternative adjusted income calculation will remain in place for a period of up to 90 days. (d) Hardship policy. (1) Hardship Exemptions: • A family may request a hardship exemption for increases in health and medical expenses of more than 10 percent that do not decrease **adjusted income** by 10 percent if the family has an inability to pay the rent increase. • A family may request a hardship exemption for continuing childcare deductions when the family no longer qualifies otherwise for the childcare deduction and childcare is still necessary (ex. Resident quits a job to care for a sick relative outside the household. Childcare may still be required to allow for the care of the relative), provided the new rent with no childcare deduction would be reduced by at least 10 percent using the childcare deduction. • Responsible entity determination. (2) Family notification. The HA will promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from the hardship exemption. The notice must also inform the family of when the hardship exemption will begin and expire (i.e., the time periods specified under paragraph (c)(1)(ii) of this section or within 90 days or at such time as the responsibility entity determines the exemption is no longer necessary in accordance with paragraphs (c)(2)(ii)(B) or (d) of this section). •
Adult	An adult is a person who has reached his/her 19th birthday or 18 years of age and married (not common law), who has been relieved of the disability of non-age by the juvenile court, or who has been convicted of a crime as an adult under any Federal, State or tribal law. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
Alteration	Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. [24 CFR 8.3 & 8.23 (b)]
Annual Income 59-66	(a) Annual income includes, with respect to the family: (1) All amounts, not specifically excluded in paragraph (b) of this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household,

	plus unearned income by or on behalf of each dependent who is under 18 years of age, and (2) When the value of net family assets exceeds $50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD. (b) Annual income does not include the following: (1) Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined. (2) The following types of trust distributions: (i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b): (A) Distributions of the principal or corpus of the trust; and (B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor. (ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust. (3) Earned income of children under the 18 years of age. (4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments. (5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation. (6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member. (7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled. (8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively. (9)(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and (ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. (A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from—

	(*1*) The Federal government. (*2*) A State, Tribe, or local government. (*3*) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3); (*4*) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or (*5*) An institution of higher education. (B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include— (*1*) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section. (*2*) Financial support provided to the student in the form of a fee for services performed (*e.g.*, a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section); (*3*) Gifts, including gifts from family or friends; or (*4*) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section. (C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be: (*1*) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution; (*2*) Expressly to assist a student with the costs of higher education; or (*3*) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit. (D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii). (E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows: (*1*) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(*i*) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(*ii*) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

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

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

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

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

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

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

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

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

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

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

	Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts. (17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance. (18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit. (19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit. (20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (*e.g.*, proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car). (21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law. (22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the **Federal Register** to identify the benefits that qualify for this exclusion. Updates will be published when necessary. (23) Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments. (24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes: (i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment. (ii) Direct Federal or State payments intended for economic stimulus or recovery. (iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

	(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received. (v) Gifts for holidays, birthdays, or other significant life events or milestones (*e.g.*, wedding gifts, baby showers, anniversaries). (vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization. (vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings. (25) Civil rights settlements or judgments, including settlements or judgments for back pay. (26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family. (27) Income earned on amounts placed in a family's Family Self Sufficiency Account. (28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member: (i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and (ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family. (c) *Calculation of Income.* The PHA or owner must calculate family income as follows: (1) *Initial occupancy or assistance and interim reexaminations.* The PHA or owner must estimate the income of the family for the upcoming 12-month period: (i) To determine family income for initial occupancy or for the initial provision of housing assistance; or (ii) To determine family income for an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title. (2) *Annual Reexaminations.* (i) The PHA or owner must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA or owner uses a streamlined income determination under §§ 5.657(d), 960.257(c), or 982.516(b) of this title. (ii) In determining the income of the family for the previous 12-month period, the PHA or owner must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

(iii) The PHA or owner must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

(3) *Use of other programs' determination of income.* (i) The PHA or owner may, using the verification methods in paragraph (c)(3)(ii) of this section, determine the family's income prior to the application of any deductions applied in accordance with § 5.611 based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:

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

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

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

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

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

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

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

(H) Other programs administered by the Secretary.

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

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

(ii) If a PHA or owner intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance under this paragraph (c)(3), the PHA or owner must obtain it using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, the PHA or owner must calculate annual income in accordance with 24 CFR part 5, subpart F. The verification must indicate the tenant's family size and composition and state the amount of the family's annual income. The verification must also meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.

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

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

	(ii) HUD may revise the amount of de minimis error in this paragraph (c)(4) through a rulemaking published in the **Federal Register** for public comment.
Applicant	A person or a family that has applied for admission to housing.
Area of Operation	The jurisdiction of the HA as described in applicable State law and the HA's Articles of Incorporation.
Assets	Assets mean cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR 5.603 for definition of Net Family Assets)
Auxiliary Aids	Means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [24 CFR 8.3]
Break-Ins	Break-ins mean bona fide attempts at burglary, which are reported to the police department and are subject to verification by written police reports furnished by the Tenant(s).
Care Attendant	A person that regularly visits the unit of a HA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by HA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
Ceiling Rents	Ceiling rents are the maximum rent under the selection of an income based rent. Effective October 1, 2002 the ceiling rent shall be adjusted to the amount of the flat rent. Ceiling rents are the tenant rent and no utility allowances can be deducted from the ceiling rent amount.
Child	A member of the family, other than the family head or spouse, who is under 18 years of age.
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 (which shall be documented by the family to the satisfaction of the HA), be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers. **Note:** If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be established at the HA established minimum rent.
Citizen	A citizen or national of the United States.

Co-head of Household	A household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.
Community Service Requirement	Each non-exempt adult family member must perform eight (8) hours of qualifying community service per month.
Covered Person	For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
Day Laborer	An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
Dependent	A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student. [24 CFR 5.603] An unborn child shall not be considered a dependent.
Designated Family	Means the category of family for whom HA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)
Designated housing (or designated project)	A project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.
Disabled Family	A family whose head including co-head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR 5.403]
Disabled Person	(See Handicapped Person)
Displaced Family	A person, or family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
Displaced Person	A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]
Divestiture Income	Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets [24 CFR 5.603] in this section.)
Drug	A controlled substance as defined in the Controlled Substances Act. [24 CFR 5.100]
Drug-related Criminal Activity	The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. [24 CFR 5.100]
Earned Income	Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social

	security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.
Elderly Family	A family whose head including co-head, spouse, or sole member is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR 5.403]
Elderly Person	A person who is at least 62 years of age. [42 USC 1437a(b)(3)]
Eviction	This may include not only official action taken by a court, but also the case when a tenancy has been terminated and the tenant moves out prior to a proceeding being filed with the court or during the pendency of a court proceeding.
Enterprise Income Verification - EIV	A computerized Social Security Number matching system utilized to obtain income information.
Evidence Of Citizenship Or Eligible Immigration Status	The documents that must be submitted to evidence citizenship or eligible immigration status.
Extremely Low Income Family	A Family whose Annual Income does not exceed 30% of the higher of 30% of the Area Median Income or the Federal poverty level. Where the higher of 30% of the Area Median Income or the Federal poverty level exceeds the Very Low-Income (VLI) limit, the ELI limit is reduced to equal the VLI limit as published by HUD. This effects the targeting requirements of 75% of new admissions to the housing choice voucher program.
Familial Status	A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same an single persons. Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as a single persons and only entitled to a one bedroom units. Once the child is born and/or the custody is obtained, the family will qualify for a two bedroom unit and authorized to transfer as outlined in the Transfer Section.
Family	Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: • A single person, who may be: o An elderly person, displaced person, disabled person, near-elderly person, or any other single person: o An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older: • A group of persons residing together, and such group includes, but is not limited to: o A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family)

	• An elderly family • A near-elderly family • A disabled family • A displaced family • The remaining member of a tenant family • A foster care arrangement, or a kinship care arrangement **Note:** By definition, a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of the household. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR § 5 and 960] Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy. Foster Care Arrangements include situations in which the family is caring for a foster adult, child, or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.
Fifty Percent (50%) Of Income For Rent	Families that pay 50% or more of their family income for rent including utilities qualify for a preference, in selecting applicants for admission to public housing.
Flat Rent	80% of the applicable Fair Market Rent (FMR) or where a HUD waiver is approved the market value. No utility allowances can be deducted from the flat rent amount. **Note:** For families who choose flat rents, the HA must conduct a reexamination of family composition and community service requirements (WHEN APPLICABLE) at least annually, and must conduct a reexamination of family income at least once every three (3) years.
Foster Children	With the prior written consent of the Landlord, a foster child may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include: • Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available. • The Landlord's obligation to make reasonable accommodation for handicapped persons.
Foster Adult	A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (*e.g.*, public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Full -Time Student	A member of a family (other than the head of household or spouse) who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR 5.603]. The attended educational institution will supply verification.
Guest	A guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.
Handicapped Assistance Expense	Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
Hazardous Duty Pay	Pay to a family member in the Armed Forces away from home and exposed to hostile fire.
Head Of Household	The adult member of the family (identified by the family) who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
Health and medical care expenses	Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.
Homeless Family	Any individual or family who: Lacks a fixed, regular, and adequate nighttime residence; Has a primary nighttime residence that is: • A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill); • An institution that provides a temporary residence for individuals intended to be institutionalized; or • 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; or • Any individual who is a Single Room Occupant that is not considered substandard housing.
Household	The family and a HA-approved Live-in Aide.
Income Exclusions	• See Annual Income Definition

Independent Contractor	An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.
Individual with Disabilities, Section 504 Definition	Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has: (a) A physical, mental or emotional impairment that: • substantially limits one or more major life activities; • has a record of such an impairment; • or is regarded as having such an impairment. (b) Note: For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. (c) Definitional elements: "physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism. "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities. "Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

	Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or Has none of the impairments defined in this section but is treated by a recipient as having such an impairment. NOTE: A person would be covered under the first item if PHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability. (d) The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. **The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.**
Infant	A child under the age of two years.
INS	The U. S. Immigration and Naturalization Service.
Interim Redetermination Of Rent	Changes of rent between admissions and reexaminations and the next succeeding reexamination.
Involuntary Displacement	Families that meet the definition of involuntary displaced qualify for a preference in the selecting applicants for admission to public housing.
Kinship Care	An arrangement in which a relative or non-relative becomes the primary care-giver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition.
Live-in Aide	A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403]. **Occasional, intermittent, multiple or rotating care givers do not meet the definition of a live–in aide since live-in-aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA.** HA policy on Live-in Aides stipulates that: (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care; (b) Move in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);

	(c) Live-in Aides have no right to the unit as a remaining member of a resident family; (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family; (e) A Live-in aide is a single person; (f) A Live-in Aide will be required to meet HA's screening requirements with respect to past behavior especially: A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors; Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and A record of eviction from housing or termination from residential programs.
Low-Income Household	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 [42 USC 1437a(b0]
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.
Minimum Rent	The HA has the discretion to establish the minimum rent from $0 up to $50.
Minor	A member of the family, other than the head of family or spouse, who is under 18 years of age.
Mixed Family	A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
Mixed Population Project	Means a public housing project for elderly and disabled families. The HA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)
Monthly Adjusted Income	One-twelfth of Adjusted Annual Income.
Monthly Income	One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
Multifamily Housing Project	For purposes of Section 504, means a project containing five or more dwelling units. [24 CFR 8.3]
National	A person who owes permanent allegiance to the united States, for example, as a result of birth in a United States territory or possession.
Near-elderly Family	Means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. [24 CFR 5.403]

Near-elderly Person	Means a person who is at least 50 years of age but below 62, who may be a person with a disability [42 USC 1437a(b)(3)]
Net Family Assets	(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment. (2) In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets. (3) Excluded from the calculation of net family assets are: (i) The value of necessary items of personal property; (ii) The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers); (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located; (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability; (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government. (vii) Interests in Indian trust land; (viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982; (ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982; (x) Family Self-Sufficiency Accounts; and (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

	(4) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.
Non-citizen	A person who is neither a citizen nor national of the United States.
Other Person Under the Tenant's Control	The person although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control (e.g. the Pizza Delivery person)
Person with Disabilities [42 USC 1437a(b)(3)]	Means a person who: (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or, (b) Has a physical, mental or emotional impairment that: Is expected to be of long continued and indefinite duration; Substantially impedes his/her ability to live independently; and, Is of such nature that such disability could be improved by more suitable housing conditions; or, (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)]. Note: A person with disabilities may be a child. Note: This is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission.
Portion of Project	Includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. [24 CFR 945.105]
Premises	The building or complex or development in which the public housing dwelling is located, including common areas and grounds.
Project, Section 504	Means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR 8.3] NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]
Public Housing Agency (HA)	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 of operation of housing for lower income families.
Qualified Individual with Disabilities, Section 504	Means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the HA can demonstrate would result in a fundamental alteration in its nature.

	Essential eligibility requirements include: stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other that the HA
Real Property	The same meaning as that provided under the law of the State in which the property is located.
Reexamination	Reexamination is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.
Re-Examination Date	The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The re-examination date(s) is the anniversary date (month) of the lease.
Remaining Member Of The Resident Family	The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, which may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit. Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that he or she is not considered to be a remaining member of the household. The person requesting remaining member status must request this grievance process in writing within ten days from the date of the departure of the head of household. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the HA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. The HA does not recognize the person as a tenant by giving him or her opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the HA and the person granted tenant status after the verification status.
Seasonal Worker	An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.
Single Person	A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.
Spouse	Either member of a married pair in relation to the other.
Standard Permanent Replacement Housing	Is housing: That is decent, safe, and sanitary; That is adequate for the family size; and

	That the family is occupying pursuant to a lease or occupancy agreement. **Note:** Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live. A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.
Single Room Occupancy	(SRO) Housing (as defined in 882.102 of the CFR) is not substandard solely because it does not contain sanitary or food preparation facilities (or both).
Substandard Housing	A unit is substandard if it: Is dilapidated; Does not have operable indoor plumbing; Does not have a usable flush toilet inside the unit for the exclusive use of a family; Does not have a usable bathtub or shower inside the unit for the exclusive use of a family; Does not have electricity, or has inadequate or unsafe electrical service; Does not have a safe or adequate source of heat; Should, but does not, have a kitchen; or Has been declared unfit for habitation by an agency or unit of government. A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure. An applicant who is a "homeless family" is living in substandard housing. For purposes of the preceding sentence, a "homeless family" includes any individual or family who: Lacks a fixed, regular, and adequate nighttime residence; and 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 programs); (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.
Temporarily Absent Family Members	Any person(s) on the lease that is not living in the household for a period of more than thirty-days (30) is considered temporarily absent. Absences of more than six months are not generally considered to be "temporary" and must be approved by the HA.
Tenant Rent	The amount payable monthly by the Family as rent to the HA. Where all utilities (gas, water and electricity) are supplied by the HA, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (gas, water

	and electricity) are not supplied by the HA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility. Ceiling rent: (see definition hereinabove) Flat rent: (see definition hereinabove) **Note:** Utility allowances are not calculated or deducted from the flat rent. [24 CFR 5.603].
Total Tenant Payment (TTP)	The TTP, or income-based rent, is calculated using the following formula: A. For the Public Housing Program, the TTP must be the greater of: (1) 30 percent of family monthly adjusted income (see note); (2) 10 percent of family monthly income; or (3) Which is the minimum rent set by the HA B. If the Resident pays any of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. [24 CFR 5.613] See the definition for Tenant Rent. It is possible for Public Housing tenants to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a Public Housing family's TTP is the minimum rent of $25 and the HA's utility allowance for the size and type unit the family has selected is $60, the family would receive a utility reimbursement of $35 ($60 less $25) for tenant purchased utilities. **Note:** The income based tenant rent may not exceed the ceiling rent/flat rent. The resident may elect the flat rent as may be appropriate in lieu of the rent calculated in paragraph "A" above. Effective October 1, 2002 the ceiling rent shall be adjusted to the amount of the flat rent.
Unearned income	Any annual income, as calculated under § 5.609, that is not earned income (see earned income definition above).
Uniform Federal Accessibility Standards	Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR 8.32 (a).
Utilities	Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility [24 CFR 990.102].
Utility Allowance	If the cost of utilities (except telephone and air conditioning added after initial construction) 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, then the utility allowance is an amount equal to the estimate made or approved by the HA 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. If the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the contract rent and is included in the gross family contribution.

Utility Reimbursement Payment	Utility Reimbursement Payment is 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. At the discretion of the HA, the check may be made payable jointly to the resident and utility provider or directly to the utility provider. Tenants who choose to pay flat rents do not receive a utility reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.
Very Low-Income Family	A lower Income Family means a family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes[42 USC 1437a(b].
Violent Criminal Activity	Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage .
Wage Earner	A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.
Welfare Assistance	Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.
Gender Identity	Actual or perceived gender-related characteristics.
Sexual Orientation	Homosexuality, heterosexuality, or bisexuality.

Appendix B

Housing Authority of the City of Anniston

USE OF HOUSING AUTHORITY COMMON AREAS POLICY

Effective Date: February 01, 2014

I. PURPOSE

The purpose of this policy is to establish guidelines regarding the use of Anniston Housing Authority (AHA) common areas.

II. Scope:

These guidelines apply to all property owned, leased, or managed by AHA.

III. DEFINITIONS:

Common Area
Those areas of the property in or adjacent to a building or group of buildings used for routine entrances and exits and general activity by residents. Typical common areas at AHA sites include parking lots, driveways, courtyards, play-grounds, air conditioning units/cages, remote yards and side yards.

Yard
The grassy area or sidewalk areal located a maximum of ten (10) feet out from the front and rear entrances to the units and the side yard area.

IV. Policy:

It is the policy of the AHA to maintain a decent, safe and sanitary environment for residents of its communities. To achieve this goal, the following rules and regulations have been established.

A. No one may:

1. Enter AHA property at any time unless he or she is:
   - A lawful resident of the property;
   - An employee of the AHA; or
   - A guest, visitor, or invitee of a resident or the AHA.

2. Consume any alcoholic beverage in any common area. However, a resident may consume alcoholic beverages in:

   The resident's own yard; or
   A visitor may consume alcoholic beverages in:

The yard of a resident whom he or she is visiting if the resident is present with the visiting person or persons.

3. Between the hours of 10:00 p.m., and 6 a.m.

   Enter or use any playground, recreational area or park; or

   Congregate outdoors with others in any common area. This includes unsupervised and or unaccompanied minors by adult members.

   (i) however, a resident may be in the resident's own yard; or

   (ii) A guest, visitor, or invitee of a resident may congregate in the yard of a resident whom he/she is visiting if the resident is present with the guest, visitor, or invitee.

   (iii) It is further found that it is necessary and reasonable for all residents who are the parents, guardians or other adult persons having the care, custody or control of the minors to take responsibility for the activities of said minors. Minors are considered as being under the age of eighteen (18) years old.

   (iv) Further, any resident being the parent, guardian, or other adult person having the care, custody or control of the person under the age of nineteen years shall suffer or permit or, by ineffective control, allow such person to violate the common area policy shall be considered to have violated his or her lease.

4. Stand, congregate, loiter, wander, play in parking lots/vehicles, run around the offices, swing or climb trees at office buildings, sit or walk on or across any backflow preventer stations, mailboxes, brick flower/signage planters, walls or fences. The common areas are on site of the following properties: Glen Addie, Cooper, Norwood, Constantine, Barber Terrace, Washington, Parkwin, Tinsley Manor, Fairview Terrace, and Hobson City Apartments.

5. Create a nuisance or otherwise unreasonably disturb the residents in the quiet enjoyment of their units, such as by conduct that:

   - is loud or disorderly;
   - Impedes vehicle or pedestrian traffic; or
   - Threatens or intimidates others.

6. Engage in illegal activity.

7. Sell or solicit goods.

B. A violation of any of these rules will be considered a serious violation of a resident's lease, and may also be grounds for criminal charges against a resident or non-resident under applicable law, including trespass and disorderly conduct statutes.

Adopted: November 21, 2013

Appendix C

CRIMINAL TRESPASS POLICY OF THE ANNISTON HOUSING AUTHORITY

The Anniston Housing Authority, hereinafter, referred to as the "Authority", is aware of the problem its residents and Authority face with the unwanted presence of persons on, in or about the property of the Authority. Recognizing the seriousness of illegal drug activity, as well as other criminal activity, the Authority adopts the following policy in an effort to enhance the safety, health and well-being of its residents and its property. The goal of the following policy is to reduce criminal activity involving drugs and other activity which threatens the peace and tranquility desired for public housing and its residents. The following policy is to be implemented and carried out under the laws of the State of Alabama and the municipality.

A. The Authority shall cause a written warning to be issued to any non-resident who either has no legal right to be on the property of the Authority, or is not an invited guest of a resident. Said warning shall state that such persons shall not come on any property belonging to the Authority for the time periods described below under penalty of being prosecuted for Criminal Trespass under law. Such warning shall be given to non-residents who:

1. Six Months. Engage in or has had a verbal or physical confrontation with law enforcement personnel, residents, guests, or Authority personnel on the property of the Authority, in which no criminal activity occurred.

2. One Year. Engage in criminal activity on Housing Authority property which is non-violent in nature, which causes no physical injury to another person.

3. One Year. Damage to the property of the Authority.

4. Six Months up to Five Years - Have been involved in any criminal or other activity that occurred on the property of the Authority which interferes with the quiet and peaceful enjoyment of the residents --- Six months up to Five Years, depending on the circumstances and guidelines above.

5. Five Years to Permanently- Engage in criminal activity on Housing Authority property in which a deadly weapon was used or threatened to be used, or which activity resulted in physical injury to any person.

   Any person who is involved in drug-related activity on or off the Property of the Authority – Five Years to Permanently, depending on the circumstances involved.

B. The warning shall be issued to such person(s) by a designated employee(s) of the Authority. A copy of the warning as issued, shall be filed with the Executive Director or other appropriate officials of the Authority.

C. Any person who has received a warning to leave the property under the provisions of this policy and who returns to the Authority property within the prohibited times in this policy after the warning was issued, shall be subject to arrest for Criminal Trespass as provided for in Code of Alabama 1975, Section 13A-7-4, and under the laws of the municipality.

D. Any person who returns to the property of the Housing Authority and who is found to be on said premises, shall have the times enumerated herein extended to a term up to twice the original term or expiration of the notice issued by the Housing Authority.

AHA Management
Update 3/22/12

PROCEDURES FOR THE REMOVAL OF A PERSON FROM THE TRESPASS WARNING LIST

As a matter of policy, a person will not be removed from the *Trespass Warning List* until such time as the prohibition period has expired and the following procedures are complied with:

1. The person appears in person with a state approved identification card containing a photograph and makes a written application at the Main Office of the Anniston Housing Authority (AHA) requesting their name be removed from the *Trespass Warning List*.

2. AHA will forward the Request for Removal to the Anniston Police Department for a recommendation.

3. The Anniston Police Department will make a recommendation on the request by completing their section of the Request for Removal and by returning the request to the Housing Authority.

4. Based on the recommendation of the Anniston Police Department and the objective of the AHA Trespass Policy, the Executive Director of the AHA or his designee will approve or disapprove the request. The AHA will then notify the person in writing of the decision and the completed copy of the Request for Removal to the Anniston Police Department.

AHA Management
Update 3/22/12

Appendix D
Housing Authority of the City of Anniston
HOUSING AUTHORITY CABLE/SATELLITE/PHONE POLICY

Effective Date: February 01, 2014

V. PURPOSE

The purpose of this policy is to establish guidelines regarding the addition of cable, satellite and phones to the apartment units.

VI. Scope:

These guidelines apply to all property owned, leased, or managed by AHA.

VII. DEFINITIONS:

Line Placements
Those areas of the building that can have lines run for the cable, satellite and or phone additions.

Pole/Dish Placement
The grassy area of the yard where satellites and poles may be placed.

VIII. Policy:

It is the policy of the AHA to maintain a decent, safe and sanitary environment for residents of its communities. To achieve this goal, the following rules and regulations have been established for use of cable/satellite/phone systems.

A. Cable/Satellite/Phone Services Will Be Allowed So Long As:

Permission for cable, satellite dishes and phones have been given prior written approval from AHA Management.

1. The following properties: Glen Addie, Cooper, Norwood, Constantine, Barber Terrace, Washington, Parkwin, Tinsley Manor, Fairview Terrace, Southern Ridge and Hobson City Apartments are owned by AHA and must have written approval.

2. Pole location for satellite dish is placed 12 – 18 inches away from the building.

3. Pole height is not more than 4 feet tall that satellite dish is to be attached to.

B. Failure of resident to follow any of these rules will be considered a violation of a resident's lease, and may be grounds for removal of cable/satellite/phone by AHA.

Adopted: November 21, 2013

Appendix "E"
The Violence Against Women Reauthorization Act of 2013 (VAWA)

AHA adopted the Model Emergency Transfer Plan with modifying to include all of the required elements of the VAWA Final Rule.

- *Citations:* 24 CFR 5.2005(e), Notice PIH 2017-08

The Violence Against Women Reauthorization Act of 2013 (VAWA) (Pub. L. 113-4, 127 Stat. 54) (VAWA 2013). VAWA 2013 reauthorizes and amends the Violence Against Women Act of 1994, as previously amended, (title IV, sec. 40001-40703 of Pub. L. 103-322, 42 U.S.C. 13925 *et seq.*). prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of actual or threatened domestic violence, dating violence, sexual assault or stalking. Specifically, VAWA 2013 amendments to sections 6 and 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program.

That an applicant or participant is or has been a victim of actual or threatened domestic violence, dating violence, stalking or sexual assault is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

The provisions of VAWA 2013 that are applicable to HUD programs are found in title VI of VAWA 2013, which is entitled "Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking." Section 601 of VAWA 2013 amends subtitle N of VAWA (42 U.S.C. 14043e *et seq.*) to add a new chapter entitled "Housing Rights."

Definitions

As used in VAWA:
The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Alabama.

Alabama law defines *domestic violence* as abuse perpetrated against the victim by:

- The victim's spouse or former spouse.
- Someone the victim lives with or lived with in the past.
- Someone the victim is dating or has dated.
- Someone the victim has a child with.
- Someone to whom the victim is related by blood, marriage, or adoption (including, but not limited to, the victim's parent, grandparent, child, grandchild, brother, or sister).

The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

The term *stalking* means:
To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or

- Intimidate; and
- To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

The term *affiliated individual* means, with respect to an individual:

- A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
- Any individual living in the household of that individual and related to that person by blood and marriage.

Sexual Assault: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent. (42 U.S.C.13925(a).

Notification and Victim Documentation

AHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history that would warrant denial under AHA's policies. Therefore, if AHA makes a determination to deny admission to an applicant family, AHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide a statement or documentation affirming that domestic violence, dating violence, stalking or sexual assault played a role in causing the basis for ineligibility. In accordance with AHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

An individual may satisfy the documentation request in any of the following ways:

1. Completing a HUD-approved certification form (such as Form HUD-50066) or signed statement verifying that the individual is a victim of domestic violence, dating violence, stalking or sexual assault, and that the incident or incidents in question are bona fide incidents of actual or threatened abuse. AHA will work with the victim to ensure that delivery of the certification form does not endanger the victim's safety. OR

2. Providing the requesting owner, manager, or AHA with documentation signed by any of the following third parties: (a) an employee, agent, or volunteer of a victim service provider; (b) an attorney; (c) a medical professional; or (d) other knowledgeable professional. The person signing the documentation must have assisted the victim in addressing domestic violence, dating violence, stalking or sexual assault, or the effects of the abuse. The person signing the documentation must attest under penalty of perjury to his or her belief that the incident or incidents in question are bona fide incidents of abuse. The victim of domestic violence, dating violence, stalking or sexual assault must also sign the documentation. OR

3. Producing a Federal, State, tribal, territorial, or local police or court record. The applicant may submit the requested documentation with her or his request for an informal review or request an extension in writing at that time. If the applicant so requests, the PHA will grant an extension of 10 business days, and will postpone scheduling the applicant's informal review until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant AHA determines the family is eligible for assistance, no informal review will be scheduled and the PHA will proceed with admission of the applicant family.

Nothing in this Plan shall be construed to require the PHA to demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, stalking or sexual assault in order to receive any of the benefits provided in this section. At their discretion, the PHA may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

EMERGENCY TRANSFERS

Under the posted VAWA 2013 information, HUD specifies that the resident (victim) can be granted a transfer only if the resident requests a transfer, and either the resident reasonably believes he or she is threatened with imminent harm from further violence if he or she remains in the unit or, if the resident is a sexual assault victim, the sexual assault occurred on the premises during the 90-day period preceding the transfer request. Any transfer is subject to the availability of other assisted housing and subject to all other HUD requirements being met. In addition, VAWA 2013 requires HUD to establish policies and procedures under which victims of abuse requesting an emergency transfer MAY receive, subject to the availability of tenant protection vouchers, assistance through the Public Housing program.

Perpetrator Removal or Documentation of Rehabilitation

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, stalking or sexual assault, AHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

PROHIBITION AGAINST TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, STALKING AND SEXUAL ASSAULT

The Violence Against Women Reauthorization Act of 2013 (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, stalking or sexual assault, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, stalking or sexual assault."

VAWA also gives PHAs the authority to "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." Prior to terminating assistance based on any of the "Other Authorized Reasons for Termination of Assistance" the PHA shall consider, whether domestic violence, dating violence, sexual assault or stalking played a role in causing the basis for termination. Furthermore, an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking should not be held to a more demanding standard than other tenants in determining whether to terminate assistance. Nothing in this Plan may be construed to limit the authority of the PHA to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

Victim Documentation

All termination notices will notify participants of VAWA's protections, and that they may seek an informal hearing if they believe that the termination is based on acts of domestic violence, dating violence, sexual assault or stalking committed against them. In accordance with AHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

When a participant is facing assistance termination and asserts that the termination is directly related to acts of domestic violence, dating violence, sexual assault or stalking committed against the participant or an immediate family member of the participant, AHA may request that a participant submit documentation affirming that claim. AHA's request for such documentation shall be in writing.

An individual may satisfy the documentation request in any of the following ways:

- Completing a HUD-approved certification form (such as Form HUD-50066) or signed statement verifying that the individual is a victim of domestic violence, dating violence, sexual assault or stalking, and that the incident or incidents in question are bona fide incidents of actual or threatened abuse. AHA will work with the victim to ensure that delivery of the certification form does not endanger the victim's safety. OR

- Providing the requesting owner, manager, or AHA with documentation signed by any of the following third parties: (a) an employee, agent, or volunteer of a victim service provider; (b) an attorney; (c) a medical professional; or (d) other knowledgeable professional. The person signing the documentation must have assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse. The person signing the documentation must attest under penalty of perjury to his or her belief that the incident or incidents in question are bona fide incidents of abuse. The victim of domestic violence, dating violence, sexual assault or stalking must also sign the documentation. OR

- Producing a Federal, State, tribal, territorial, or local police or court record. The requested certification and supporting documentation must be submitted to AHA within 14 business days (i.e., Saturdays, Sundays, and holidays do not count) after the AHA issues their written request. The 14-business-day deadline may be extended at the AHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the AHA may proceed with assistance termination or, with respect to any specific case, waive the above-stated provisions.

Nothing in this subsection shall be construed to require the owner, manager or public housing agency to demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, sexual assault or stalking in order to receive any of the benefits provided in this section. At their discretion, the owner, manager or public housing agency may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

Actual and Imminent Threat

Nothing in this Plan limits the authority of the AHA to terminate the assistance of any occupant who can be demonstrated to pose an actual or imminent threat to other tenants or the property's employees.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides assistance termination protection for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives the AHA the explicit authority to "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 terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance.

When the actions of a participant or other family member result in an AHA decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, AHA may request that the victim submit the above specified documentation in accordance with the stated time frame. If the documentation is submitted within the required time frame, or any approved extension period, AHA will terminate the perpetrator's assistance. If the victim does not provide the requested documentation and AHA does not waive that request, AHA may proceed with termination of the family's assistance. When rent for a Section 8 unit has previously been determined based on the income of an abusive family member who has left the household or been excluded from the household by a domestic violence restraining order or injunction or other court order, rent for the unit will be adjusted to reflect the household's changed circumstances.

AHA Confidentiality Requirements

If because of safety concerns a victim of domestic violence, dating violence, sexual assault or stalking is unwilling or unable to provide information or identification ordinarily required to confirm eligibility, efforts will be made to otherwise establish eligibility and alternative sources and methods of verification will be accepted.

All information provided to the AHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the AHA will inform the victim before disclosure occurs so that safety risks can be identified. If disclosure of the information would place the victim's safety at risk, the AHA will work with the victim to determine whether there are alternatives to disclosure.

REVISED 2023

Violence Against Women Act Reauthorization Act of 2022 added to, and did not replace, the existing VAWA housing protections for survivors.

Anniston Housing Authority (AHA) must continue to provide VAWA protections as provided by law.

AHA Policy is to apply HUD's VAWA requirements in a manner consistent with the following definitions.

The statutory definitions are as follows:

"**DOMESTIC VIOLENCE**. —The term 'domestic violence' includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal,

psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

(A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

(B) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

(C) shares a child in common with the victim; or

(D) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction."

"**ECONOMIC ABUSE**.—The term 'economic abuse', in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—(A) restrict a person's access to money, assets, credit, or financial information; (B) unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or (C) exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

"**TECHNOLOGICAL ABUSE**—The term 'technological abuse' means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies."

Covered Housing Programs: VAWA 2022 adds HUD's Section 202 Direct Loan and Housing Trust Fund programs to the list of HUD's housing programs covered by VAWA. VAWA applies to the following HUD housing programs:

o Public Housing;

o Housing Choice Voucher;

o Project-based Section and Section 8 Moderate Rehabilitation Single Room Occupancy;

o Section 202 Supportive Housing for the Elderly, including Section 202 Direct Loan;

o Section 811 Supportive Housing for Persons with Disabilities;

o Housing Opportunities for Persons with AIDS (HOPWA);

o HOME Investment Partnerships (HOME);

o Emergency Solutions Grants and Continuum of Care program;

o Multifamily rental housing under Section 221 (d)(3) of the National Housing Act with a below-market interest rate (BMIR) pursuant to Section 221(d)(5);

o Multifamily rental housing under Section 236 of the National Housing Act; and

o Housing Trust fund program

Compliance Review Processes: VAWA 2022 includes a new section that requires HUD and other covered agencies to establish a compliance review process." The section requires

HUD to incorporate this process into its existing compliance review processes where possible, enumerates six items for compliance review, requires HUD to conduct the review on a regular basis, and requires HUD to publicly disclose its assessment of the information collected during the compliance review process.

Prohibition on Retaliation: VAWA 2022 adds a new section to VAWA, which prohibits retaliation in covered housing. Under the new section, it is illegal for a public housing agency (PHA) or owner or manager of covered housing to discriminate against any person because that person has opposed any act or practice made unlawful by VAWA's housing provisions, or because that person testified, assisted, or participated in any related matter. The new section also provides that it is illegal for a PHA or owner or manager of covered housing to coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA's housing provisions.

Right to Report Crime and Emergencies: VAWA 2022 adds a new section to VAWA, which protects the right to report crime and emergencies from one's home. The new section provides that landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. This section also prohibits penalizing or threatening to penalize 16 persons because they request assistance or report criminal activity of which they are a victim or otherwise not at fault under the laws or policies adopted or enforced by "covered governmental entities."

This provision further requires that covered governmental entities report on their laws or policies, or their subgrantees' laws or policies, that penalize protected persons based on requests for law enforcement or emergency assistance or based on criminal activity that occurred at a property. These entities must also certify compliance with these protections or explain how they will come into compliance or ensure compliance among subgrantees within I $0 days of submitting the report to HUD.

New Enforcement Authority: VAWA 2022 provides that HUD and the Department of Justice shall implement and enforce VAWA consistent with, and in a manner that provides, the same rights and remedies as those provided for the Fair Housing Act. HUD's Offices of Fair Housing and Equal Opportunity ("FHEO") and General Counsel ("OGC") will enforce VAWA 2022 using the existing Fair Housing Act complaint process.

Changes to the McKinney-Vento Homeless Assistance Act Definition of Homelessness: For purposes of programs such as the Emergency Solutions Grants and Continuum of Care Programs, VAWA 2022 amended Section 103(b) of the McKinney-Vento Homeless Assistance Act to require HUD to consider homeless any individual or family who—

o (1) is experiencing trauma, or a lack of safety related to, or fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against the individual or a family member in the individual's or family's current housing situation, including where the health and safety of children are jeopardized.

o (2) has no other safe residence; and

o (3) lacks the resources to obtain other safe permanent housing.

Gender-Based Violence Prevention Office and VAWA Director: As required by VAWA 2022, HUD's Secretary will establish a Gender-based Violence Prevention Office with a VAWA Director at the Agency. VAWA 2022 requires that the VAWA Director

support implementation of VAWA's housing provisions; coordinate with other federal agencies and with state and local governments; ensure the provision of technical assistance and support for agencies and housing providers; implement internal systems to track, monitor, and address compliance failures; and address the housing needs and barriers faced by persons who are survivors of sexual assault, sexual coercion or sexual harassment by a public housing agency, owner, or manager of housing assisted under a covered housing program.

CoC Program Eligible Activities: VAWA 2022 amends section 423(a) of the McKinney Vento Homeless Assistance Act to add the following expressly eligible CoC Program activity: "(13) Facilitating and coordinating activities to ensure compliance with [the emergency transfer plan requirement in 34 U.S.C. 1249 1(e)] and monitoring compliance with the confidentiality protections of [the confidentiality requirement in 34 U.S.C. 12491 (c)(4)]."

HUD will make a conforming change to the CoC program regulations at 24 CFR part 578 to add this new activity. Prior to VAWA 2022, CoC grantees were able to use their administrative funds to pay for the facilitation and coordination of activities to ensure compliance with implementing emergency transfer plans. Because this new eligible activity category is distinct from the eligible activity categories that authorize and limit the use of CoC Program funds for "payment of administrative costs" under section 423(a)(10), (11), and (12) of the McKinney-Vento Homeless Assistance Act, HUD does not consider this new activity category to be subject to the CoC Program's spending caps on administrative costs.

VAWA Training and Technical Assistance: VAWA 2022 authorizes HUD with FY 2023-27 funding for training and technical assistance to support VAWA implementation, including technical assistance agreements with entities whose primary purpose and expertise are assisting survivors of sexual assault and domestic violence or providing culturally specific services to survivors of domestic violence, dating violence, sexual assault, and stalking.

Study on Housing and Service Needs of Survivors of Trafficking: As required by VAWA 2022, HUD has begun a study of the availability and accessibility of housing and services for survivors of trafficking or those at risk of being trafficked, who are experiencing homelessness or housing instability. VAWA 2022 outlines the key requirements for the study, a definition for the terms "survivor of a severe form of trafficking" and "survivor of trafficking," the requirements for coordination and consultation while conducting the study, and the contents of the study. HUD has embarked on this study, which is due to Congress by September 2023.

Anniston Housing Authority
Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Anniston Housing Authority **(AHA)** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),[1] AHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[2] The ability of AHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether AHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Anniston Housing Authority is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

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[1] Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

To request an emergency transfer, the tenant shall notify AHA's management office and submit a written request for a transfer to Norwood or Constantine Homes management office. AHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under AHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

AHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives AHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for All Tenants for more information about AHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking. All confidential VAWA information must be kept in a location other than a tenant file where only intended employees may access them.

Emergency Transfer Timing and Availability

AHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. AHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. AHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If AHA has no safe and available units for which a tenant who needs an emergency is eligible, AHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, AHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

ANNISTON HOUSING AUTHORITY

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APPENDIX F

PUBLIC HOUSING PROGRAM • BED BUG POLICY AND MANAGEMENT PLAN

Purpose. The Anniston Housing Authority (AHA) has established this policy to provide a consistent process for preventing, identifying, treating, and eliminating bed bugs in the Public Housing Program.

Successful bed bug management requires prompt reporting, inspection, resident preparation, professional treatment, and follow-up. AHA, residents, maintenance staff, and pest-management professionals must work together to reduce the risk of spread and achieve effective treatment.

AHA Roles and Responsibilities

Upon notification that bed bugs are suspected, initiate an inspection using the LANDLORD / INSPECTION CHECKLIST
When bed bugs are confirmed, provide the resident with the AHA & Resident Roles and Responsibilities document and explain the required preparation and cooperation.
Upon completion of required resident preparation, arrange professional treatment of the residence.
Conduct or arrange appropriate follow-up to determine whether treatment was successful and whether additional treatment is needed.
Provide Bed Bug Prevention Tips when appropriate.

Resident Roles and Responsibilities

Report suspected bed bugs to AHA as soon as possible.
Provide reasonable access to the residence for inspection, treatment, and follow-up.
Be available for the initial inspection at the scheduled time unless another arrangement is approved by AHA.
Complete all applicable preparation requirements before scheduled treatment.
Cooperate with follow-up inspections and additional treatment when required.
Do not move suspected or confirmed infested furniture, bedding, clothing, or other belongings to another residence.
Noncompliance. Failure to cooperate with required inspection, preparation, treatment, or follow-up procedures may constitute a lease violation and may result in enforcement action in accordance with the lease, AHA policy, and applicable requirements. AHA will provide appropriate notice and an opportunity to correct a failure to comply when required.

Treatment Timeframes

Initial inspection: within one workday of an emergency work-order call-in, when reasonably practicable.
Treatment: as soon as possible and generally no later than three days after the initial inspection, subject to resident readiness, availability, and circumstances outside AHA's control.
Follow-up: generally within 10 days of treatment.

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BED BUG POLICY AND MANAGEMENT PLAN

Attachments and Administration

Bed Bug Policy Attachments

Public Housing Program

Bed Bug Inspection Checklist
Bed Bug Maintenance Tracking Sheet
AHA & Resident Roles and Responsibilities
Relocation Task List
Resident Statement of Certification
Prevention Tips

Housing Choice Voucher Program

Landlord Inspection Checklist
Relocation Task List
Landlord Letter
Exterminator Selection Tips
Landlord Certification Statement

Enforcement and Noncompliance

1. Notification and Education — Explain the requirement that has not been completed and provide instructions for correcting the issue.

2. Opportunity to Correct — Provide a reasonable opportunity to complete the required action when appropriate.

3. Documentation — Document missed appointments, incomplete preparation, lack of access, or other instances of noncompliance.

4. Written Notice — Continued noncompliance may result in written notice identifying the violation, corrective action required, and consequences of continued noncompliance.

5. Further Action — Continued failure to comply may result in additional action as permitted by the resident's lease, AHA policy, and applicable federal, state, and local requirements.

Resident Rights. Nothing in this policy is intended to limit resident rights, including applicable grievance, due process, or reasonable accommodation rights.

Policy Administration

AHA may periodically review and update this policy and its attachments to reflect changes in HUD requirements, applicable law, pest-management practices, or AHA procedures.

The policy and forms should be used together so residents, AHA staff, maintenance personnel, and pest-management professionals have a consistent understanding of the required procedures.

If a provision of this policy conflicts with applicable law, HUD requirements, the resident's lease, or another controlling AHA policy, the controlling requirement will apply.

ANNISTON HOUSING AUTHORITY
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BED BUG MANAGEMENT PLAN
LANDLORD / INSPECTION CHECKLIST

Resident Information

Name: _____	Phone: _____
Address: _____	Alt. Phone: _____
Email: _____	Date of Inspection: _____

Inspection Checklist

1. Inspect the bed, including mattress, box spring, and headboard, for blood spots, fecal matter, and other signs of bed bugs. Strip back covers, stand the mattress upright, and inspect the box spring, seams, and crevices.

2. Inspect furnishings near the bed, including dresser drawers, seams, crevices, equipment, pictures, baseboards, and stacks of clothing.

3. Inspect drapes, wall decorations, and cracks or openings where walls and ceilings meet.

4. Inspect other areas of the residence, paying particular attention to furniture, seams, cracks, and crevices.

5. Discuss and, when appropriate, visually inspect reported bed bug bites with the resident.

Inspection Result

☐ Bed Bugs Present — YES

☐ Bed Bugs Present — NO

Locations: ☐ Mattress ☐ Box Spring ☐ Walls ☐ Baseboard ☐ Other: _____

Physical Indications: ☐ Grouped bite markings ☐ Red/itchy skin ☐ Other: _____

Bug Samples Collected: ☐ Yes ☐ No

Additional Comments:

_____

_____

_____

Inspector Name: _____ Signature: _____

Date: _____

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BED BUG MANAGEMENT PLAN

RELOCATION TASK LIST

Bed bugs can be difficult to contain without proper treatment. If a resident relocates before an infestation has been properly treated, bed bugs may be transferred through furniture, bedding, clothing, luggage, and other personal belongings. If a resident is approved to relocate, the following steps must be completed to help prevent transfer to the new residence.

☐ Remove all sheets, blankets, mattress covers, pillowcases, and other bedding. Wash in hot water (120+ degrees recommended) and dry on the highest appropriate heat setting for at least 30 minutes. Seal clean items in plastic bags or other appropriate containers until the move is complete.

☐ Wash all clothing, toys, towels, and other washable linens in hot water (120+ degrees recommended) and dry on the highest appropriate heat setting for at least 30 minutes. Store clean items in airtight containers or tightly sealed bags until relocation.

☐ Vacuum furniture, dresser drawers, nightstand drawers, mattresses, and box springs using a vacuum with a disposable bag, when available. Seal the vacuum bag in a plastic garbage bag and discard it immediately in an appropriate outdoor trash receptacle.

☐ Obtain and place approved bed bug mattress and box spring encasements on all mattresses and box springs, as directed by AHA. The resident is responsible for purchasing encasements when required by AHA policy.

☐ Dispose of infested furniture or have it professionally treated by a properly licensed pest-management professional. If furniture is retained, proof of professional treatment must be provided to AHA before relocation.

AHA will not relocate a resident to a new unit with known infested furniture.

Resident Statement of Certification

I certify that I have read and understand the Relocation Task List and agree to complete the required items before relocating. I understand that failure to complete the required items may result in the relocation being delayed or not authorized until the required procedures have been completed, in accordance with AHA policy and applicable requirements.

Resident Name: _____

Resident Signature: _____ Date: _____

AHA Representative: _____ Date: _____

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BED BUG MANAGEMENT PLAN

AHA & RESIDENT ROLES AND RESPONSIBILITIES

It has been determined, based on the inspection of your residence, that bed bugs are present and professional treatment is required. Successful treatment requires AHA and the resident to work together toward treatment and elimination.

Without proper preparation and treatment, bed bugs can be difficult to contain and may spread to neighboring housing units. If a resident relocates before treatment is completed, bed bugs may be transferred through furniture, bedding, clothing, and other personal belongings.

AHA will not be responsible for reimbursement or replacement of resident furniture, clothing, household items, or medical expenses associated with bed bug treatment or infestation.

AHA Responsibilities

Inspect the residence within one workday of receiving an emergency work order.
Schedule treatment as soon as possible and generally no later than three days after the initial inspection, subject to resident readiness.
Provide approved mattress and box spring encasements as applicable, in accordance with AHA policy and the Maintenance Charge List.
Provide twelve (12) large trash bags at no charge for storage of clothing, towels, toys, linens, and other personal items before and during treatment.
Treat the residence and furniture, as appropriate.
Conduct follow-up within 10 days of treatment and arrange additional treatment when necessary.

Scheduled Treatment Date: _____

Resident Responsibilities — Required Preparation

☐ Be present for the scheduled initial inspection.

☐ Remove bedding; wash in hot water (120+ degrees recommended), dry for at least 30 minutes on the highest appropriate heat setting, and seal clean items until after treatment.

☐ Empty bedroom and hall closets, dresser drawers, and nightstand drawers. Remove clothing, toys, boxes, and other items from bedroom floors.

☐ Wash clothing, towels, and other washable linens and seal clean items until after treatment.

☐ Vacuum furniture, drawers, mattresses, and box springs using a disposable vacuum bag when available; seal and discard the bag immediately.

☐ Move furniture to the center of rooms being treated, as directed by the pest-management professional.

☐ Discard cardboard hangers, boxes, and other unnecessary cardboard materials.

☐ Remove pictures and wall decorations as directed before treatment.

☐ Place approved bed bug encasements on all mattresses and box springs before treatment, as directed.

☐ Keep encasements in place for at least one year unless otherwise directed. Replace damaged encasements when required.

☐ Do not place discarded mattresses, box springs, furniture, or infested items in AHA dumpsters.

☐ Remain out of the residence for four (4) hours following treatment unless the pest-management professional provides different written instructions; this applies to household members and pets.

ANNISTON HOUSING AUTHORITY

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BED BUG MANAGEMENT PLAN

ROLES AND RESPONSIBILITIES — CONTINUED

Infested Furniture

Furniture that does not respond to treatment must either be disposed of or professionally re-treated.

If the resident chooses disposal, AHA will remove the furniture from the unit at the resident's request, when applicable.
If the resident disposes of furniture without AHA assistance, it must be removed from the premises and may not be placed in AHA dumpsters.
If the resident chooses to keep infested furniture, it must be professionally re-treated at the resident's expense within 48 hours of the determination that initial treatment was unsuccessful.
Proof of professional re-treatment must be provided to AHA within 72 hours of that determination.
If re-treatment is unsuccessful, the resident may be required to dispose of the affected furniture.

Failure to Comply

1. Treatment may be cancelled or postponed by the pest-management professional until required preparations are completed.

2. The resident may be held financially responsible for applicable costs incurred as a result of failure to comply, in accordance with the AHA Maintenance Charge List and applicable requirements.

3. The resident may be subject to lease enforcement action, up to and including termination of the lease, in accordance with the lease agreement and applicable HUD requirements.

Resident Statement of Certification

I, _____, certify that I have read and understand the roles and responsibilities of AHA and the resident stated above. I agree to perform the required responsibilities and cooperate with AHA and the pest-management professional in order to successfully eliminate the presence of bed bugs.

Resident Signature: _____ Date: _____

AHA Signature: _____ Date: _____

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BED BUG MANAGEMENT PLAN

PREVENTION TIPS

☐ Wash bedding regularly in hot water. Water temperatures of 120 degrees or higher are recommended.

☐ Use bed bug encasements on mattresses and box springs.

☐ Inspect your bed and sleeping area periodically. Early detection can make treatment easier.

☐ Vacuum floors regularly. Use appropriate vacuum attachments to clean mattress seams and baseboards.

☐ Reduce clutter to limit potential hiding places.

☐ Seal cracks and openings in floors and walls when appropriate and permitted.

☐ When purchasing secondhand clothing, keep items sealed until they can be washed and dried on high heat.

☐ Carefully inspect used furniture, especially mattresses and bed frames, before bringing it into the home.

☐ When traveling, inspect mattress seams, headboards, pictures, pillows, and linens for signs of bed bugs.

☐ After traveling, inspect luggage and clothing for insects or other signs of bed bugs. Wash and dry clothing on appropriate heat settings when possible.

☐ If bed bugs are suspected, notify AHA promptly and do not move potentially infested belongings to another residence.

Important Reminder. Residents should promptly notify AHA when bed bugs are suspected and follow all inspection, preparation, treatment, and follow-up requirements.

This document is provided for general informational purposes and does not replace professional pest-management advice or AHA requirements.

ANNISTON HOUSING AUTHORITY

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BED BUG MANAGEMENT PLAN
MAINTENANCE TRACKING SHEET

Resident Information

Name: _____ Phone: _____

Address: _____ Alt. Phone: _____

City, State, Zip: _____ Email: _____

Step 1: Assessment

Within 1 work day of work order call-in.

Date Completed	Verified	Action Item
_____	_____	Work Order Clerk receives emergency inspection request.
_____	_____	Work Order Clerk schedules inspection with resident and exterminator within 24 hours.
_____	_____	Exterminator conducts inspection with resident present.

Bed bugs Present? ☐ **Yes** ☐ **No**

If yes, check all that apply and continue to Step 2. If no, continue to Step 5.

Locations: ☐ Mattress ☐ Box Spring ☐ Walls ☐ Baseboard ☐ Other: _____

Physical Indications: ☐ Grouped bite markings ☐ Red/itchy skin ☐ Other: _____

Bug Samples Collected: ☐ Yes ☐ No

Comments:

_____

_____

_____

Step 2: Preparation – Exterminator

During initial inspection, immediately after determining the presence of bed bugs.

Date Completed	Verified	Action Item
_____	_____	Provide resident "AHA & Resident Roles and Responsibilities."
_____	_____	Obtain resident signature on "AHA & Resident Roles and Responsibilities."
_____	_____	Provide resident with bed bug encasement(s) for each mattress and box spring.
_____	_____	Schedule treatment as soon as possible, but no more than three days after the determination that bed bugs are present.

Comments:

_____

_____

_____

ANNISTON HOUSING AUTHORITY

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BED BUG MANAGEMENT PLAN

MAINTENANCE TRACKING SHEET — CONTINUED

Step 3: Treatment – Exterminator

ASAP, but no more than 3 days from initial inspection.

Unit Readiness: Determine if resident has completed steps outlined in "AHA & Resident Roles and Responsibilities.

Unit ready? ☐ Yes ☐ No

Treatment Date: _____ Exterminator/Company: _____

Comments:

_____

_____

_____

_____

Step 4: Follow-up Maintenance

Within 10 days of treatment.

Date Completed	Verified	Action Item
_____	_____	Conduct phone follow-up with resident within 10 days of treatment date (from Step 3) to determine if treatment was successful or additional treatment is required.

Additional treatment needed? ☐ Yes ☐ No

Follow-Up Date: _____

Comments:

_____

_____

_____

_____

Step 5: Completion – Maintenance

Date Completed	Verified	Action Item
_____	_____	Based on Exterminator assessment in Step 1, bed bugs not present.
_____	_____	Based on Maintenance follow-up in Step 4, treatment completed.
_____	_____	Distribute completed form.

Final Status: ☐ Completed ☐ Additional Treatment Required ☐ Other: _____

Comments:

_____

_____

_____

***Distribute completed form to: Assistant Property Manager for resident file, Director of Operations, Maintenance Supervisor.**

Maintenance Staff: _____ Date: _____

Property Manager: _____ Date: _____

APPENDIX G: SCHEDULE OF CHARGES

Uniform Schedule of Tenant Charges 2026

Charge Policy

In order to standardize charges to residents for similar services, this schedule should be used. All other charges not specifically included in the schedule shall be based upon the actual cost of material and labor at the current labor rate + current benefit percentage or the actual cost of the service provided if a third party contractor is required.

Late Fee

A late fee of $25.00 will be charged to each resident account with a balance due if the account is not paid in full by the 6th day of the month.

Non-Sufficient Fund Fees

If a resident account is paid with a personal check and the check is returned for non-sufficient funds (NSF) in the account.

Resident ID & Decal Replacement Fee

There will be a $5 replacement fee if the ID card or Car decal is lost/stolen.

Maintenance Charges

Maintenance charges cover only replacement necessitated by tenant abuse or neglect. Replacement requirement because of ordinary wear and tear shall be at the management expense. In cases where the cost of repair is greater than the cost of replacement, the replacement cost shall apply. In certain instances life cycle has been established (see page 14), and in these instances, the resident shall be charged on the basis on the unused period.

Any maintenance work order chargeable to a resident shall be plainly marked with the word "Resident Charge" across the order. This will be done either by the office staff, or in some cases by the maintenance staff member when returning the work order after completion and charges will be posted to the account of the resident.

*****You will be charged for unlocking door when the call is made to maintenance. If you get into your unit before maintenance arrives, or you are not present waiting for maintenance to arrive, you will still be charged for calling maintenance to unlock your door. Maintenance will make all possible efforts to arrive within one hour, however this may not always be possible if maintenance is tied up on another call and can't leave or has an emergency call waiting. You can purchase an extra key during office hours rather than have maintenance to open your door.**

****Some units have drains that are back to back. When these drains are unstopped the charge will be divided between the two units.**

COST OF MATERIALS + $35.00 PER MAN HOUR FOR LABOR during working hours
COST OF MATERIALS +$50.00 PER MAN HOUR FOR LABOR after hours/holidays

Maintenance/Miscellaneous Charge Complaint

Please refer to the Anniston Housing Authority Grievance Policy.

Uniform Service Charge Schedule (Labor = $35.00/hr) Rates updated 7/2026

Charge Description	Cost to Tenant
Plugged Toilet/Drains	$35.00/hr (Labor) after hours $50.00/hr plus material
Lock Outs Key Charge 8/19/73 Change Locks	 After hours $45.00 Door/Mailbox key from $7.50 to $25.00/ locks (Material + Labor Cost)/ Mailbox lock ($15.00 + Labor Cost)
Smoke Alarms	Materials + Labor $50.00 fine for inoperable smoke alarms (This includes removal of battery, disconnected or intentionally removing smoke alarm)
Cleaning of Dwelling Equipment or Extra Cleaning	See: Cleaning Table
Damage to Dwelling Unit and or Equipment (including: countertops, range, heater, fridge, etc.)	$35/hr + Material
Painting Charges	See: Paint table
Glass Replacement	$35/hr + Materials
Blind Replacement	Months: 1-12 100% of actual cost 13-24 80% of actual cost 25-36 60% of actual cost 37-48 40% of actual cost 49-60 20% of actual cost
Fire Damage-Insurance Deductible or Repair Cost	100% of actual cost and/or insurance deductible
Replacement of Refrigerators/Stoves	The percentage of time remaining on the life of the appliance will determine the amount charged to the resident. The life expectancy of refrigerators & stoves is 10 years. The replacement cost of the appliance will be charged on a prorated basis for the remaining life of the appliance.

Cleaning Table

CLEANING CHARGES: These charges cover cleaning necessitated by Resident neglect.

ITEM	LIGHT	MODERATE	EXCESSIVE
Stove	$50	$75	$150
Refrigerator	$50	$75	$150
Bathrooms	$50	$75	$150
Floors	$50	$75	$150
Blinds	Replacement	Cost	RC
Wall Paper/Wrong Paint color	Labor	+	Material
Trash	$25	+	Labor

Paint Charges

Where the need for painting all or part (including "touch up") of a unit in advance of the normal cycle is due to abuse or neglect, the responsible party shall be charged a prorated share of the direct cost of painting. All painting charges must be explained in detail.

Months since last painted (% of resident responsibility)

Months: Percent:	0-6 100%	7-12 85.5%	13-18 75%	19-24 62.5%	23-30 50%	31-36 37.5%	37-42 25%	43-48 12.5%
Living Room (complete)	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost
Living Room (wall only)	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost
Bedrooms - each (complete)	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost
Bedrooms - each (wall only)	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost
Kitchen (complete)	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost
Bathroom	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost	Direct cost

Schedule of Normal Wear & Tear

Item	Life/Years
Blinds	5 years
Refrigerator	10 years
Stove	10 years
Interior Paint	4 years
Tile	10 years

This schedule should be used if any of these items needs to be replaced due to RESIDENT DAMAGE. Please use the percentage of time remaining in the life of the time to determine the amount to claim from the Housing Authority.

Example: A stove in a unit needs to be replaced after 5 years due to resident damage. The equation to determine the amount to claim from the Housing Authority is as follows:

5 years (time remaining in the life of the stove) divided by 10 years = 50% of replacement cost of the item = amount allowed to claim from the Housing Authority.

Pricing Chart 2026

Electrical Supply

Item Code	Description	Price
B18E	75 watt light bulb	$4.00
B21E	Appliance bulb	$3.00
B27E	2-bulb light fixture	$24.00
E03E	Light switch	$10.00
E04E	Switch cover	$4.00
E05E	Receptacle	$10.00
E06E	Receptacle cover	$4.00
E10E	GFCI receptacle	$24.00
E12E	2 gang wall plate	$4.00
D60.2E	Dryer plug	$16.00
D12.1E	Telephone jack	$8.00
F37H	Heat only thermostat	$42.00
F38H	Heat/air thermostat	$50.00
A12E	Smoke detector	$16.00
A13E	Smoke detector A/C	$30.00
A14E	Smoke detector battery	$6.00
A62E	Emergency call-for-air light	$175.00
B26E	Bathroom light fixture	$30.00

Plumbing

Item Code	Description	Price
A06.1P	Two handle tub faucet	$75.00
A24P	Kitchen faucet	$100.00
A25P	Lavatory faucet	$85.00
08P	Kitchen faucet handle	$21.00
A01P	Tub diverter	$16.00
M15P	Tub cartridge	$35.00
M02.1P	Crystal handle	$23.00
B07P	Tub spout	$12.00
L11B	Lavatory sink	$85.00
L10K	Stainless steel kitchen sink	$100.00
A25.1P	Faucet supply line	$12.00
A28.2P	Toilet supply line	$12.00
A27P	Aerator	$4.00
A22P	PO plug	$35.00
A21P	Wax ring	$4.00
A41P	Commode seat	$21.00
T01P	Toilet tank	$350.00
T02P	Toilet bowl	$170.00
A42P	18" connection for water heater	$18.00
A44P	24" connection for water heater	$20.00
WH01P	Water heater	$540.00
B11P	Fit all stopper	$4.00
C33P	Basket strainer	$5.00
R06P	Shower head	$8.00
—	Tubular P trap 1 1/4	$30.00
C30.1P	Tubular P trap 1 1/2	$36.00
C42P	Drain opener	$22.00
H05R	Shower rod	$9.00

Misc.

Item Code	Description	Price
*	Thermocouple	$10.00
C37P	Waste arm 1 ½ sj	$20.00
G59V	Dryer vent kit	$20.00
A05P	White lighting caulk	$4.00
P05P	Kilz spray	$10.00
P03P	Joint compound	$8.00/gal
J12T	Door seal foam tape	$5.00
F34D	Door stop adhesive back	$5.00
F18D	Screen door handle	$16.00
F29D	Storm door closer	$20.00
G13L	Passage set	$25.00
G11L	Lock set bed/bath	$25.00
D03D	30" door	$150.00
D04D	32" door	$160.00
D03.1D	28" door	$140.00
D01D	24" door	$130.00
*	Air filter	$3.00
CH01	Clothesline	$0.40/ft
L07	Cove base	$1.20/ft
L09	Vinyl toe corner	$5.00
F02B	Toilet tissue holder	$18.00
F15B	Towel bar	$18.00
I22M	Mailbox	$22.00
*	Mini blind	$15.00
G54.1F	Range hood filter	$10.00
G49S	6" range bowl	$10.00
G46.1S	8" range bowl	$10.00
D94.2REF	Refrigerator door bars	$24.00
F02B	Tissue roller	$8.00
—	Storm screen door	$500.00
NI	Auger Fee	$15.00
NI	Lockout charge (overtime)	$45.00
G02L	Door Key	$25.00
G02L	Mailbox Key	$750
	Steel Exterior Door	$800
	36" Interior Door	$200



Appendix I
TRANSFER POLICY

INTRODUCTION

This chapter explains AHA's transfer policy, based on HUD regulations, HUD guidance, and AHA policy decisions.

This chapter describes HUD regulations and AHA policies related to transfers in four parts:

Part I: Emergency Transfers. This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.

Part II: AHA Required Transfers. This part describes types of transfers that may be required by AHA, notice requirements, and payment of transfer costs.

Part III: Transfers Requested by Residents. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.

Part IV: Transfer Processing. This part describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, deconcentration, transferring to another development and reexamination.

AHA may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer.

The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation.

AHA must have specific policies in place to deal with acceptable transfer requests.

PART I: EMERGENCY TRANSFERS

A. OVERVIEW

HUD categorizes certain actions as emergency transfers. The emergency transfer differs from a typical transfer in that it requires immediate action by AHA.

In the case of a genuine emergency, it may be unlikely that AHA will have the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, AHA should find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is reached.

Violence Against Women Act (VAWA): Resident will be transferred in accordance with the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking. This request must be submitted on Form HUD-5383 Emergency Transfer Request.

i. The resident must pay for all moving expenses.
ii. If the Form HUD 5383 is not submitted timely, the request shall be treated as a convenience transfer under Section IX.B.6.

B. EMERGENCY TRANSFERS

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, AHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

AHA Policy
The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak; no heat in the building during the winter; no water; toxic contamination; and serious water leaks.

C. EMERGENCY TRANSFER PROCEDURES

AHA Policy
If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, AHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, AHA will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers are mandatory for the tenant.

D. COSTS OF TRANSFER

AHA Policy
AHA will bear the reasonable costs of temporarily accommodating the tenant and of long-term transfers, if any, due to emergency conditions.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

AHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, AHA will collect information from companies in the community that provide these services.

In case of Fire, if resident caused, the resident is charged the amount of the agency insurance deductible ($5,000) and relocated. The resident will be responsible for all costs associated with the fire, up to the Authority's insurance deductible, unless the fire was caused by Authority equipment failure or negligence, act of nature, civil strife or commotion, or other cause beyond the control of the resident. If there have been multiple fires, two (2) or more in a twelve (12) month period, the authority will give appropriate notice to the resident that the resident's lease will be terminated.

PART II: AHA REQUIRED TRANSFERS

A. OVERVIEW

HUD regulations regarding transfers are minimal, leaving it up to AHA to develop reasonable transfer policies.

AHA may require that a resident transfer to another unit under some circumstances. For example, AHA may require a resident to transfer to make an accessible unit available to a disabled family. AHA may also transfer a resident in order to maintain occupancy standards based on family composition. Finally, AHA may transfer residents in order to demolish or renovate the unit.

A transfer that is required by AHA is an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

B. TYPES OF AHA REQUIRED TRANSFERS

AHA Policy

The types of transfers that may be required by AHA, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers as discussed in Part I of this chapter.

Transfers required by AHA are mandatory for the tenant.

Transfers to Make an Accessible Unit Available

When a family is initially given an accessible unit, but does not require the accessible features, AHA may require the family to agree to move to a non-accessible unit when it becomes available [24 CFR 8.27(b)].

AHA Policy

When a non-accessible unit becomes available, AHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. AHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

Occupancy Standards Transfers

AHA may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed according to AHA policy [24 CFR 960.257(a)(4)]. On some occasions, AHA may initially place a resident in an inappropriately sized unit at lease-up, where the

family is over-housed, to prevent vacancies. The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition [24 CFR 966.4(c)(3)].

AHA Policy
AHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied, or elderly residents residing in family designated developments who do not have dependents under the age of 18 who wish to transfer to a Senior development.
For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

- *Overcrowded*: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the chart in Section 5-I.B.
- *Over-housed:* the family no longer qualifies for the bedroom size in which they are living based on AHA's occupancy standards as described in Section 5-I.B.

AHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on AHA's occupancy standards, when AHA determines there is a need for the transfer.

AHA may elect not to transfer an over-housed family in order to prevent vacancies.
A family that is required to move because of family size will be advised by AHA that a transfer is necessary and that the family has been placed on the transfer list.

Families that request and are granted an exception to the occupancy standards in accordance with the policies in Section 5-I.C. will only be required to transfer if it is necessary to comply with the approved exception.

Demolition, Disposition, Revitalizations, or Rehabilitation Transfers
These transfers permit AHA to demolish, sell or do major capital or rehabilitation work at a building site [AHA ACOP; IX TRANSFER POLICY].

AHA Policy
AHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. AHA's relocation plan may or may not require transferring affected families to other available public housing units.

If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the transfer list.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

C. ADVERSE ACTION [24 CFR 966.4(e)(8)(i)]

AHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, AHA may not take action on the transfer until the conclusion of the grievance process.

D. COST OF TRANSFER

AHA Policy

AHA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other action initiated by management (excluding transfers to comply with occupancy standards). For these type of transfers AHA will cover the cost of the transfer pursuant to cost allowed by HUD.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

AHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, AHA will collect information from companies in the community that provide these services.

PART III: TRANSFERS REQUESTED BY TENANTS

A. OVERVIEW

HUD provides AHA with discretion to consider transfer requests from tenants. The only requests that AHA is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of AHA. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by AHA. Some transfers that are requested by tenants should be treated as higher priorities than others due to the more urgent need for the transfer.

B. TYPES OF RESIDENT REQUESTED TRANSFERS

AHA Policy

The types of requests for transfers that AHA will consider are limited to requests for transfers to alleviate a serious or life threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to AHA's occupancy standards, and self-sufficiency/upward mobility transfers to include a location closer to employment or child care, as well as transfers to designated Family Self-Sufficiency (FSS) units. No other transfer requests will be considered by AHA.

AHA will consider the following as high priority transfer requests:

- When a transfer is needed to alleviate verified medical problems of a serious or life- threatening nature
- When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at AHA's discretion, include an assessment by law enforcement indicating a threat of criminal attack, potential retaliation for testimony, or where the tenant is a victim of a hate crime or domestic violence.

- When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment, or a transfer to a unit with accessible features

AHA will consider the following as regular priority transfer requests:

- When a family requests a larger bedroom size unit even though the family does not meet AHA's definition of overcrowded, as long as the family meets AHA's occupancy standards for the requested size unit
- When the head of household or spouse is employed 25 miles or more from the public housing unit, has no reliable transportation, and public transportation is not adequate
- When household meets all criteria established to occupy units designated for transitional families participating in AHA's FSS program.

Transfers requested by the tenant are considered optional for the tenant.

C. ELIGIBILITY FOR TRANSFER

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, AHA may establish other standards for considering a transfer request [AHA ACOP; IX TRANSFER POLICY].

AHA Policy

- Except where reasonable accommodation is being requested, AHA will only consider transfer requests from residents that meet the following requirements:
- Have not engaged in criminal activity that threatens the health and safety or residents and staff
- Owe no back rent or other charges, or have a pattern of late payment
- Have no housekeeping lease violations or history of damaging property
- Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.

Exceptions to the good record requirement may be made when it is to AHA's advantage to make the transfer.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

D. SECURITY DEPOSITS

AHA Policy

When a family transfers from one unit to another, AHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the "old" unit.

E. COST OF TRANSFER

AHA Policy

The resident will bear all of the costs of transfer s/he requests. AHA will consider assuming the transfer costs when the transfer is done as a reasonable accommodation.

F. HANDLING OF REQUESTS

AHA Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In case of a reasonable accommodation transfer, AHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, AHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

AHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family.

If the family does not meet the "good record" requirements under Section III.C., the manager will address the problem and, until resolved, the request for transfer will be denied.

AHA will respond within ten (10) business days of the submission of the family's request. If AHA denies the request for transfer, the family will be informed of its grievance rights.

G. TRANSFER PERIOD

Residents approved for transfer are required to relocate to the assigned AHA unit within ten (10) calendar days from the date of signing the new lease.

PART IV: TRANSFER PROCESSING

A. OVERVIEW

Generally, transfers should be placed on a transfer list and handled in the appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience disparate treatment.

B. TRANSFER LIST

AHA Policy

AHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency will not be finally resolved by a temporary accommodation, and the resident requires a permanent transfer, that transfer will be placed at the top of the transfer list.

Transfers will be processed in the following order:

1. Emergency transfers
2. Reasonable accommodation
3. Demolition, renovation, etc.
4. Occupancy Standards
5. Other AHA required transfers
6. Other tenant requested transfers

Within each category, transfers will be processed in order of the date the family was placed on the transfer list, starting with the earliest date.

Demolition and renovation transfers will gain the highest priority as necessary to allow AHA to meet the demolition or renovation schedule.

Transfers will take precedence over waiting list admissions.

C. TRANSFER OFFER POLICY

AHA Policy

Residents will receive one offer of a transfer. When the transfer is required by AHA, refusal of that offer without good cause will result in lease termination.

When the transfer has been requested by the resident, refusal of that offer without good cause will result in the removal of the household from the transfer list and the family must wait six months to reapply for another transfer.

D. GOOD CAUSE FOR UNIT REFUSAL

AHA Policy

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- Inaccessibility to source of employment, education, or job training, children's day care, or an educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to AHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- The unit has lead-based paint and the family includes children under the age of six.

AHA will require documentation of good cause for unit refusals.

E. DECONCENTRATION

AHA Policy

If subject to deconcentration requirements, AHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve AHA's deconcentration goals. A deconcentration offer will be considered a "bonus" offer; that is, if a resident refuses a deconcentration offer, the resident will receive one additional transfer offer.

F. REEXAMINATION POLICIES FOR TRANSFERS

AHA Policy

The annual reexamination date will be changed to the first of the month in which the transfer took place.



Appendix I

COMMUNITY SERVICE AND SELF SUFFICIENCY REQUIREMENT POLICY

INTRODUCTION

This chapter explains HUD regulations requiring PHA's to implement a community service program for all non-exempt adults living in public housing.
This chapter describes HUD regulations and AHA policies related to these topics in two parts:

Part I. Community Services Self Sufficiency Requirements (CSSR). This part describes who is subject to the Community Service Self-Sufficiency Requirement, who is exempt, and HUD's definition of economic self-sufficiency.

Part II: AHA Implementation of CSSR. This part provides AHA policy regarding AHA implementation and program design.

Part I: COMMUNITY SERVICE and SELF-SUFFICIENCY REQUIREMENT

11-I.A. OVERVIEW

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). PHA's and residents must comply with the community service requirement, effective with AHA fiscal years that commenced on or after October 1, 2000. Per 903.7(l)(1)(iii), AHA Plan must contain a statement of the how AHA will comply with the community service requirement, including any cooperative agreement that AHA has entered into or plans to enter into. Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [24 CFR 960.601(b)].
In administering community service requirements, AHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR 960.605(c)(5)].

11-I.B. REQUIREMENTS

Each adult resident of AHA, who is not exempt, must [24 CFR 960.603(a)]:
Community service and economic self-sufficiency requirements mandate that each nonexempt adult household member (18 years or older) shall either contribute 8 hours per month of community service, or participate in an economic self-sufficiency program for 8 hours per month (see 24 CFR 960.603(a)). The requirements can also be met by performing a combination of 8 hours of community service and participation in an economic self-sufficiency program. The required community service or self-sufficiency 2

AHA Policy
An individual may not skip a month and then double up the following month, unless special circumstances warrant it: AHA will make the determination of whether to permit a deviation from the schedule.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify AHA in writing within 5 business days of the circumstances becoming known. AHA will review the request and notify the individual, in writing, of its determination within 10 business days. AHA may require those individuals to provide documentation to support their claim.

Definitions

Exempt Individual [24 CFR 960.601(b)]

An exempt individual is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][l] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities

  AHA Policy

  AHA will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption.
- Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which AHA is located, including a state-administered welfare-to-work program; or
- Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which AHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.
- A member of a family receiving and compliant with requirements of the Supplemental Nutrition Assistance Program (SNAP) (7 CFR Parts 271, 272 and 273)

Community Service

Community service is volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a nonprofit or governmental organization that serves AHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H programs,

PAL with ACEF, Garden Center, community clean-up programs, beautification programs, other youth or senior organizations, Health Department, Parks & Recreation Department,

- City of Anniston Public Works Department.
- Work at AHA to help improve physical conditions
- Work at AHA to help with children's programs
- Work at AHA to help with senior programs
- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems, serving as an officer in a resident organization, serving on the resident advisory board
- Caring for the children of other residents so they may volunteer

NOTE: Political activity is excluded for purposes of eligible community service activities.

Economic Self-Sufficiency Program [24 CFR 5.603(b)]

For purposes of satisfying the community service requirement, an economic self-sufficiency program is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeships (formal or informal), or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Work Activities [42 U.S.C. 607(d)]

As it relates to an exemption from the community service requirement, work activities means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate

- Provision of child care services to an individual who is participating in a community service program

Notification Requirements [24 CFR 960.605(c)(2)]
AHA must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for AHA verification of exempt status. AHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt.

AHA Policy
AHA will provide the family with a copy of the Community Service Policy found in Appendix of the ACOP, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.
On an annual basis, at the time of lease renewal, AHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes non-exempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

11-I.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]
AHA must review and verify family compliance with service requirements annually at least thirty days before the end of the twelve-month lease term. The policy for documentation and verification of compliance with service requirements may be found in the *CSSR SOP-Procedure 4.5.,*

Documentation and Verification.

AHA Policy
Where the lease term does not coincide with the effective date of the annual reexamination, AHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, AHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

Annual Determination
Determination of Exemption Status
An exempt individual is excused from the community service requirement [24 CFR 960.603(a)].

AHA Policy
At least 60 days prior to lease renewal, AHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or AHA has reason to believe that an individual's exemption status has changed. For

individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination. Upon completion of the verification process, AHA will notify the family of its determination in accordance with the policy in the *Appendix of the ACOP 2015.*, Notification Requirements.

Determination of Compliance

AHA must review resident family compliance with service requirements annually at least thirty days before the end of the twelve month lease term [24 CFR 960.605(c)(3)]. As part of this review, AHA must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

AHA Policy

Approximately 60 days prior to the end of the lease term, AHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit AHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or AHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in *CSSR SOP-Procedure 4.5.*, noncompliance.

Change in Status between Annual Determinations

AHA Policy

Exempt to Non-Exempt Status:

If an exempt individual becomes non-exempt during the twelve-month lease term, it is the family's responsibility to report this change to AHA within 10 business days.

Within 10 business days of a family reporting such a change, or AHA determining such a change is necessary, AHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the month following 30-day notice.

Non-Exempt to Exempt Status:

If a non-exempt person becomes exempt during the twelve-month lease term, it is the family's responsibility to report this change to AHA within 10 business days. Any claim of exemption will be verified by AHA in accordance with the CSSR SOP-Procedure 4.5., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or AHA determining such a change is necessary, AHA will provide the family written notice that the family member is no longer subject to the community service requirement, if AHA is able to verify the exemption. The exemption will be effective immediately.

11-I.D. DOCUMENTATION AND VERIFICATION [24 CFR 960.605(c)(4)]

AHA must retain reasonable documentation of service requirement performance or exemption in participant files.

Documentation and Verification of Exemption Status

AHA Policy

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form found in *CSSR SOP-Procedure 4.5* . AHA will provide a completed copy to the family and will keep a copy in the tenant file.
AHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in *CSSR SOP-Procedure 4.5*

AHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with AHA's determination, s/he can dispute the decision through AHA's grievance procedures.

Documentation and Verification of Compliance

If qualifying community service activities are administered by an organization other than AHA, a family member who is required to fulfill a service requirement must provide certification to AHA, signed by the organization, that the family member has performed the qualifying activities [24 CFR 960.607].

AHA Policy

If anyone in the family is subject to the community service requirement, AHA will provide the family with community service documentation forms at admission, at lease renewal, when a family member becomes subject to the community service requirement during the lease term, or upon request by the family.

Each individual who is subject to the requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to AHA, upon request by AHA.
If AHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, AHA has the right to require third-party verification.

11-I.E. NONCOMPLIANCE

Initial Noncompliance

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for non-renewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].

If the tenant or another family member has violated the community service requirement, AHA may not renew the lease upon expiration of the twelve-month term of the lease, unless the tenant and any other noncompliant family member enter into a written agreement with AHA. Under this agreement the tenant or noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency needed to make up the total number of hours required, over the twelve-month term of the new lease. In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit [24 CFR 960.607(c)].

Notice of Initial Noncompliance [24 CFR 960.607(b)]

If AHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), AHA must notify the tenant of this determination.

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

AHA Policy

The notice of initial noncompliance will be sent at least 45 days prior to the end of the lease term. The family will have 10 business days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the 12-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before AHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 10 business day

timeframe, AHA will terminate tenancy in accordance with the policies in Appendix of the ACOP.

Continued Noncompliance [24 CFR 960.607(b)]
If, after the 12-month cure period, the family member is still not compliant, AHA must terminate tenancy of the entire family, according to AHA's lease, unless the family provides documentation that the noncompliant resident no longer resides in the unit.

AHA Policy
Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in ***Section 3.7 AHA Grievance Hearing Request (SOP).***

The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before AHA will agree to continued occupancy of the family.

Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.
If the family does not request a grievance hearing, or provide such documentation within the required 10-business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

PART II: IMPLEMENTATION OF COMMUNITY SERVICE

A. OVERVIEW
Each PHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in AHA's best interests to develop a viable, effective community service program, to provide residents the opportunity to engage in the community and to develop competencies.

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

AHA Policy
AHA will notify its insurance company if residents will be performing community service at AHA. In addition, AHA will ensure that the conditions under which the work is to be performed are not hazardous.

If a disabled resident certifies that s/he is able to perform community service, AHA will ensure that requests for reasonable accommodation are handled in accordance with

the policies in Appendix of the ACOP.

AHA Program Design

AHA may administer qualifying community service or economic self-sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR 960.605(b)].

AHA Policy

AHA will attempt to provide the broadest choice possible to residents as they choose community service activities.

AHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. AHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program. Participation in Resident Council Activities shall count as Community Service Volunteer Hours.

AHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, AHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in AHA Plan.

AHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

EXHIBIT: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

A. **Background**

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definitions

Community Service – volunteer work, which includes, but is not limited to:

- Work at a local institution, including but not limited to: school, childcare center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a nonprofit organization such as: Parks and Recreation, United Way, Red Cross, Volunteers of America, Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H Program, PAL, Garden Center, community clean-up programs, beautification programs, other counseling, aid, youth or senior organizations
- Work at the housing authority to help with litter control
- Work at the housing authority to help with children's programs
- Work at the housing authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems
- Serving as an officer in a resident organization
- Serving on the Resident Advisory Board
- Caring for children of other residents so they may volunteer
- ***NOTE: Political activity is excluded.***

Self-Sufficiency Activities – activities that include, but are not limited to:

- Job readiness programs
- Job training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Apprenticeships
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Student status at any school, college or vocation school

Exempt Adult- an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][l] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individuals
- Is working at least 30 hours per week
- Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program including a State-administered welfare-to-work program
- Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program
- A member of a family receiving and compliant with requirements of the Supplemental Nutrition Assistance Program (SNAP) (7 CFR Parts 271, 272 and 273).

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.

2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The housing authority will make the determination of whether to allow or disallow a deviation from the schedule based on a family's written request.

3. Family obligation:
   - At lease execution, all adult members (18 or older) of a public housing resident family must:
     -Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a non-renewal of their lease; and
     -Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
   - Upon written notice from AHA, non-exempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed.
   - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, as a condition of continued occupancy.

4. Change in exempt status:

- If, during the twelve (12) month lease period, a non-exempt person becomes exempt, it is his or her responsibility to report this to AHA and provide documentation of exempt status.
    - If, during the twelve (12) month lease period, an exempt person becomes non-exempt, it is his or her responsibility to report this to AHA. Upon receipt of this information AHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

1. To the greatest extent possible and practicable, AHA will:
    - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
    - Provide in-house opportunities for volunteer work or self-sufficiency activities.

2. AHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.

3. Although exempt family members will be required to submit documentation to support their exemption, AHA will verify the exemption status in accordance with its verification policies. AHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use AHA's grievance procedure if they disagree with AHA's determination.

4. Noncompliance of family member:

- At least thirty(30) days prior to the end of the 12-month lease term, AHA will begin reviewing the exempt or non-exempt status and compliance of family members;
- If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, AHA finds the family member to be noncompliant, AHA will not renew the lease unless:
    -The head of household and any other noncompliant resident enter into a written agreement with AHA, to make up the deficient hours over the next twelve (12) month period; or
    -The family provides written documentation satisfactory to AHA that the noncompliant family member no longer resides in the unit.
- If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to AHA that the noncompliant family member no longer resides in the unit;
- The family may use AHA's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

Resident	**Date**
Resident	**Date**
Resident	**Date**
Resident	**Date**

EXHIBIT 11-2: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(I) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE

Social Security Act:
216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term "disability" means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term "blindness" means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):
SEC. 1614. *[42 U.S.C. 1382c]* (a)(1) For purposes of this title, the term "aged, blind, or disabled individual" means an individual who—

(A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B) (i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or

(ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/20 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/20 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity 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 twelve months.

EXHIBIT 11-3: AHA DETERMINATION OF EXEMPTION FOR COMMUNITY SERVICE

Family: _____

Adult family member: _____

This adult family member meets the requirements for being exempted from AHA's community service requirement for the following reason:

- o 62 years of age or older. *(Documentation of age in file)*
- o Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement. (*Documentation of HUD definition of disability in file)*

  Tenant certification: I am a person with disabilities and am unable to comply with the community service requirement.

  _____ _____
  Signature of Family Member Date

- o Is the primary caretaker of such an individual in the above category. *(Documentation in file)*
- o Is working at least 30 hours per week. *(Employment verification in file)*
- o Is participating in a welfare-to-work program. (*Documentation in file).*
- o Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program, including a State-administered welfare-to-work program (*Documentation in file*)
- o Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program. *(Documentation in file)*
- o A member of a family receiving and compliant with requirements of the Supplemental Nutrition Assistance Program (SNAP) (7 CFR Parts 271, 272 and 273)

_____ _____
Signature of Family Member Date

_____ _____
Signature of AHA Official Date

Appendix J

Criminal Records Management Policy

Criminal Records Management Policy

Anniston Housing Authority (hereinafter referred to as HA)

All adult applicants and tenants shall complete an Authorization for Background Check through TruDiligence screening service. The background checks are processed through the Scott Accounting Software System (SACS).

Before the HA takes any adverse action based on a criminal conviction record, the HA must provide the applicant or tenant with an opportunity to dispute the accuracy or relevancy of the record. The hearing is afforded to each applicant that is denied admission and provides the applicant with the opportunity to dispute any information used to deny an applicant admission to public housing.

The AHA is will provide a copy of the criminal record to the applicant prior to denying admission based on that criminal record at no charge. *Citations:* 24 CFR 960.204(c)

If the applicant fails to contact the AHA for a copy of the criminal background check within the AHA's designated period of time, a denial letter will follow.

The HA will keep all criminal records received confidential and not misuse or improperly disseminate the information. Criminal records of any adult applicant/tenant which are used as the basis of denying tenancy or eviction are confidential and shall not be disclosed to any person or entity other than for official use or for use in court proceedings. The term adult means a person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State, or tribal law. **Said records shall be maintained in separate files and shall be kept in a locked, secured location.**

Records shall be destroyed once action is taken and any grievance procedure, or court proceedings is completed. **A notice of record destruction shall be maintained in a separate file.**

The HA will pay reasonable fees charged by TruDiligence screening service for providing the information. The applicant or tenant may not be charged for any expenses related to the investigation.

Anniston Housing Authority

No-Smoking Policy
Appendix K

In Notice PIH-2009-21, Public Housing Authorities across the nation have been strongly encouraged by the Department of Housing and Urban Development (HUD) to develop No-Smoking Policies in Public Housing. **Definition** - Smoking is defined as inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe or other tobacco product or similar lighted product in any manner or form. The following facts are well established concerning smoking and/or second hand smoke:

- Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease
- Smoking is the number one cause of preventable disease in the United States
- According to the EPA, secondhand smoke exposure causes disease and premature death in children and adults who do not smoke
- People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke
- Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings
- Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths
- Turnover costs for apartments vacated by heavy smokers are, on average, 6 times more expensive than apartments vacated by non-smokers (HUD Ecowise Newsletter)

Non-Smoking Policy –

Due to the health effects of second hand smoke, the increased risk of fire, and the increased maintenance costs, the **Anniston Housing Authority** has adopted a No-Smoking Policy which prohibits smoking in any interior common area (including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices and elevators) within all apartments, and on any grounds or exterior properties owned and operated by the Housing Authority.

Anniston Housing Authority
Smoke-Free Housing Policy

The Department of Housing and Urban Development (HUD) has implemented a Rule that requires each Public Housing Authority administering public housing to implement a smoke-free policy. Specifically the Rule requires each Public Housing Authority to implement a policy prohibiting lit tobacco products and all smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, electrical rooms and closets, storage units or rooms, stairways, offices, elevators and within all living units in public housing, and Public Housing Authority administration office buildings and vehicles (in brief, a smoke-free policy for all public housing indoor areas). This Rule and policy extends to all outdoor areas up to twenty-five (25) feet from housing (doors/entrances, windows and porches) and administrative office buildings, playgrounds and maintenance facilities. The Housing Authority is also prohibiting electronic nicotine delivery systems (ENDS) and is including it in this policy's definition of Smoking.

HUD is requiring implementation of smoke-free public housing to improve indoor air quality in housing, benefit the health of public housing tenants and public housing staff, reduce the risk of catastrophic fires, and lower overall maintenance costs. This policy applies to all tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, and employees.

Purpose of Policy

1) To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. Smoking is the number one cause of preventable disease in the United States.

2) Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. According to the EPA, secondhand smoke exposure causes disease and premature death in children and adults who do not smoke. People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke. Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings.

3) To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is nonsmoking.

4) Minimize the maintenance, cleaning, painting and redecorating costs associated with smoking.

5) Decrease the risk of smoking-related fires to property and personal safety. Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.

Definitions

1) **Public Housing** – Public Housing is defined as low-income housing, and all necessary appurtenances (e.g. community facilities, public housing offices, day care centers, and laundry rooms) thereto, assisted under the U.S. Housing Act of 1937 (the 1937 Act), other than assistance under section 8 of the 1937 Act.

2) **Development/Property** – All Housing Authority's developments and properties are included in this policy and all related administrative offices and maintenance facilities.

3) **Smoking** - The term "smoking" means igniting, inhaling, exhaling, breathing or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes ("e-cigarettes").

4) **Indoor Areas** – Indoor Areas is defined as living units/apartments. Indoor common areas, electrical rooms and closets, storage units or closets, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices, elevators and all public housing administrative offices/buildings, Maintenance Facilities and vehicles.

5) **Individual Apartment /Units** - Individual Apartment/Units are defined as the interior and exterior spaces tied to a particular apartment/unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, porches and apartment entryway areas.

6) **Common areas** - Common areas are areas that are open to all tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees and members of the public. Common areas include:
   (a) Any inside space
   (b) Entryways/Entrances
   (c) Patios, Porches and balconies
   (d) Lobbies
   (e) Hallways and stairwells
   (f) Elevators
   (g) Management offices
   (h) Maintenance Offices and Inventory Areas
   (i) Public restrooms
   (j) Community rooms
   (k) Community kitchens
   (l) Lawns
   (m) Sidewalks and walkways within the development
   (n) Parking lots and spaces
   (o) Playgrounds, parks and picnic areas

(p) Common areas also include any other area of the buildings or developments where tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public may go.

Effective Date

The Effective Date shall be July 30th, 2018. All tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public in and/or on Housing Authority property will be prohibited from smoking inside the buildings, common area, including all housing apartments starting on that date. Smoking is only allowed beyond twenty five (25) feet from all housing (doors/entrances, windows and porches) and administrate office buildings and maintenance facilities.

Tenants Responsibilities and Lease Violations

1) Tenants are prohibited from smoking within twenty-five (25) feet of all housing (doors/entrances, windows and porches), administrate office buildings, maintenance facilities and other common areas listed above.

2) Tenants are responsible for the actions of their household, their guests, and visitors. Any tenant, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any Housing Authority facility or apartment, or anywhere on Housing Authority property that is deemed as a nonsmoking area. Visual observation of smoking is not necessary to substantiate a violation of this Smoke Free Housing Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within an apartment in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. In addition, tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.

3) Any deviation from the Smoke Free Housing Policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. (Any cigarette butts or tobacco related items not properly disposed of may will be subject to additional fees under the Schedule of Maintenance Charges.)

4) No smoking signs will be posted both outside and inside the buildings, offices and common areas of the Housing Authority property. Tenants will be responsible to inform all their household, family, guests and visitors that their apartment is smoke free and that their housing may be affected by violators.

5) If the smell of tobacco smoke is reported, the Housing Authority will seek the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Property Management staff a written statement of any incident where smoke is migrating into the Tenant's apartment from sources outside of the Tenant's apartment.

ENFORCEMENT

If a tenant is found to be in violation of the Smoke Free Housing Policy, the following steps will be taken:

- **First Offense** – The first documented occurrence will result in the issuance of a lease termination notice with the opportunity to cure as follows: the scheduling of an apartment

inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Second Offense.

- **Second Offense** - The second documented occurrence will result in a lease termination notice with the ability to cure as follows: A damage charge of $100.00 being assessed against the tenant to cover the cost of post tenancy cleaning (if damages are present) and the scheduling of an apartment inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Third Offense.
- **Third Offense** - The third documented occurrence will result in a lease termination notice with the ability to cure as follows: A damage charge of $150.00 being assessed against the tenant to cover the cost of post tenancy cleaning (if damages are present) and the scheduling of an apartment inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Fourth Offense.
- **Fourth Offense** - The fourth documented occurrence within a 12-month period will result in Lease termination with no opportunity to cure.

NOTE: Offenses are based on a revolving 12-month period. Offenses older than 12 months will not be considered when determining the number of offenses.

The landlord will have the discretion to perform inspections as the landlord deems necessary to confirm policy compliance.

Health and Safety of Employees and Contractors

For the health and safety of Housing Authority employees and their representatives, no tenant shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their apartment. If any tenant refuses to put out the burning tobacco or related product prior to the employee or representative entering their apartment, or if the tenant lights a tobacco or related product while an employee or representative remains in their apartment, the employee or representative shall vacate the apartment immediately and not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the tenant's apartment, a return maintenance trip charge and possibly eviction.

Execution of Lease Addendum by Tenant

Upon approval of this policy, all tenants presently living in the Housing Authority apartments and new tenants will be given a copy of this policy. After review both incoming and current tenants will be required to sign the Smoke Free Housing Lease Addendum/ House Rules Amendment. A copy will be retained in the tenant file. All tenants will be required to sign the new no smoking agreement prior to the Effective Date. Failure to sign and/or return the Smoke Free Housing Policy Lease Addendum/House Rules Amendment to the Property Management office in a timely manner will result in a written warning. If still not received after the warning, the eviction process will begin. All current tenants who smoke will be provided with resources for a cessation program upon request. The development's Property Manager will provide information on cessation program accessibility.

Disclaimers and Representations

1) The Smoke Free Housing Policy does not mean that tenants and/or employees will have to quit smoking in order to live and/or work at the Housing Authority developments and offices or drive its vehicles.

2) The Housing Authority is Not the Guarantor of Smoke Free Environment – Housing Authority's adoption of the Smoke Free Housing Policy, and the efforts to designate portions of developments as non-smoking does not make the Housing Authority or any of its Board of Commissioners, officers, employees or agents the guarantor of Tenant's health or of the smoke free condition of the non-smoking portions of developments. However, the Housing Authority will take reasonable steps to enforce the Smoke Free Housing Policy. The Housing Authority is not required to take steps in response to smoking unless the Housing Authority has actual knowledge of the smoking and the identity of the responsible tenant.

3) Housing Authority Disclaimer – The Housing Authority's adoption of a non-smoking living environment, and the efforts to designate portions of it's developments as non-smoking does not in any way change the standard of care that the Housing Authority has under applicable law to render it's developments any safer, more habitable or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the air quality in the apartment or the building containing the apartment will improve or be any better than any other rental property. The Housing Authority cannot and does not warranty or promise that its developments will be free from secondhand smoke. The Housing Authority's adoption of the Smoke Free Housing Policy does not in any way change the standard of care that it has to the Tenant's apartments and the common spaces.

4) The Housing Authority's ability to police, monitor or enforce the Smoke Free Housing Policy is dependent in significant part on voluntary compliance tenants, tenant's household, tenant's families, tenant's guests and visitors.

5) Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. The Housing Authority is not responsible for smoke exposure even if the tenant, a member of the tenant's household, tenant's families, tenant's guests or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.

6) Even though the Housing Authority has adopted a Smoke Free Housing Policy it cannot guarantee that smoking will never happen.

7) In apartments that used to allow smoking, the effects of that smoking may still linger.

FAILURE TO SIGN THE ATTACHED LEASE ADDENDUM/HOUSE RULES AMENDMENT AND/OR RETURN IT TO THE PROPERTY MANAGEMENT OFFICE IN A TIMELY MANNER WILL BE CONSIDERED A LEASE VIOLATION AND PUT YOU AT RISK OF EVICTION.

ANNISTON HOUSING AUTHORITY

SMOKE FREE HOUSING POLICY

I, _____, acknowledge receipt of Anniston Housing Authority's Smoke Free Housing Policy which is/was effective on July 30th, 2018.

I acknowledge that I have read and agree to abide by the Smoke Free Housing Policy and understand that it is included and has become a binding and enforceable part of my lease with Anniston Housing Authority as well as the House Rules and that any violations of said policy will result in the following:

First Offence– The first documented occurrence will result in the issuance of a lease termination notice with the opportunity to cure as follows: the scheduling of an apartment inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Second Offense.

Second Offense - The second documented occurrence will result in a lease termination notice with the ability to cure as follows: A charge of $100.00 being assessed against the tenant to cover the cost of post tenancy cleaning and the scheduling of an apartment inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Third Offense.

Third Offense - The third documented occurrence will result in a lease termination notice with the ability to cure as follows: A charge of $150.00 being assessed against the tenant to cover the cost of post tenancy cleaning and the scheduling of an apartment inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Fourth Offense.

Fourth Offense - The fourth documented occurrence within a 12-month period will result in Lease termination with no opportunity to cure.

NOTE: Offenses are based on a revolving 12-month period. Offenses older than 12 months will not be considered when determining the number of offenses.

Tenant Signature: _____

Apartment Number: _____

Date: _____

FAILURE TO SIGN THE ATTACHED LEASE ADDENDUM/HOUSE RULES AMENDMENT AND/OR RETURN IT TO THE PROPERTY MANAGEMENT OFFICE IN A TIMELY MANNER WILL BE CONSIDERED A LEASE VIOLATION AND PUT YOU AT RISK OF EVICTION.

Appendix "L"
ANNISTON HOUSING AUTHORITY

GRIEVANCE PROCEDURE

I. RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a Tenant shall be entitled to a hearing before a hearing officer.

II. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

(A) "Grievance" shall mean any dispute which a Tenant may have with respect to Landlord action or failure to act in accordance with the individual Tenant's lease or Landlord regulations which adversely affect the individual Tenant's rights, duties, welfare, or status. Grievance does not include any dispute a Tenant may have with Landlord concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the Landlord's public housing premises by other Tenants or employees of the Landlord, or any criminal activity or drug-related criminal activity on or off such premises.

(B) "Complainant" shall mean any Tenant whose grievance is presented to the Landlord or at the project management office in accordance with Section III and Section IV.

(C) "Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the Tenant to be represented by counsel;

(3) Opportunity for the Tenant to refute the evidence presented by the Landlord including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;

(4) A decision on the merits.

(D) "Hearing officer" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with respect thereto.

(E) *Tenant* shall mean the adult person (or persons) (other than a live-in aide):

(1) Who resides in the premises, and who executed the lease with the Landlord as lessee of the premises, or, if no such person now resides in the premises,

(2) Who resides in the premises, and who is the remaining head of household of the Tenant family residing in the premises.

(F) *Resident organization* includes a resident management corporation.

(G) **Promptly** (as used in Section III, and IV. (D) Shall mean within five business days from the date of mailing of the adverse action or grievance complaint.

III. PROCEDURES PRIOR TO A HEARING

Informal settlement of grievance: Any grievance shall be promptly and personally presented, either orally or in writing, to the Landlord office or to the office of the project in which the Tenant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the Landlord's Tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the Tenant is not satisfied. **The purpose of this informal settlement of grievance is to allow the Tenant and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference may, in the sole discretion of the housing authority, become a "hearing" and the procedures found in Section IV hereof shall apply. The housing authority shall notify the Tenant of the date, time and location that the hearing will take place.**

IV. PROCEDURES TO OBTAIN A HEARING

(A) *Request for hearing:* In the event that the Tenant is not satisfied with the informal settlement of grievance provided for in Section III, the Tenant shall submit a written request for a hearing to the Landlord or the project office within five (5) business days from date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:

(1) The reasons for the grievance; and
(2) The action or relief sought.

(B) *Selection of Hearing Officer:* A grievance hearing shall be conducted by an impartial person appointed by the Landlord other than a person who made or approved the Landlord action under review or a subordinate of such person.

The Landlord shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization for such organization's comments or recommendations. The Landlord shall consider any comments or recommendations by the resident organization submitted in a reasonable time.

From this list, a hearing officer shall be selected.

(C) *Failure to request a hearing:* If the Tenant does not request a hearing in accordance with this Section, then the Landlord's disposition of the grievance under Section III shall become final: *Provided,* That failure to request a hearing shall not constitute a waiver by the Tenant of the right thereafter to contest the Landlord's action in disposing of the complaint in an appropriate judicial proceeding.

(D) *Hearing prerequisite:* All grievances shall be promptly presented in person, either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section: *Provided,* That if the Tenant shall show good cause why there was failure to proceed in accordance with Section III to the hearing officer, the provisions of this Subsection may be waived by the hearing officer.

(E) *Escrow deposit:* Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Landlord claims is due, the Tenant shall pay to the Landlord an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Landlord until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending. These requirements may be waived by the Landlord in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: *Provided,* That failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Landlord's disposition of his grievance in any appropriate judicial proceeding. Provided, however, that if a public housing family requests a hearing under this policy, to review the HA's determination denying or limiting the family's claim to a financial hardship exemption the family is not required to pay any escrow deposit in order to obtain a grievance hearing on such issues.

(F) *Scheduling of hearings:* Upon the Tenant's compliance with this Section, or upon the housing authority notifying the tenant or his/her representative that a hearing will be held, a hearing shall be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the Tenant and the Landlord. A written notification specifying the date, time, place, and the procedures governing the hearing shall be delivered to the Tenant and the appropriate Landlord official.

V. PROCEDURES GOVERNING THE HEARING

(A) The Tenant shall be afforded a fair hearing, which shall include:

(1) The opportunity to examine before the grievance hearing any Landlord documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be provided a copy of any such document at the Tenant's expense. If the Landlord does not make the document available for examination upon request by the Tenant, the Landlord may not rely on such document at the grievance hearing.

(2) The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf;

(3) The right to a private hearing unless the Tenant requests a public hearing;

(4) The right to present evidence and arguments in support of the Tenant's complaint, to controvert evidence relied on by the Landlord or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Landlord or project management relies; and

(5) A decision based solely and exclusively upon the facts presented at the hearing.

(B) Accommodation of persons with disabilities:

(1) The Landlord shall provide reasonable accommodation for persons with disabilities to participate in the hearing.

Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

(2) If the Tenant is visually impaired, any notice to the Tenant which is required by these procedures must be in an accessible format.

(C) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying the HA action or failure to act against which the complaint is directed.

VI. DECISION OF THE HEARING OFFICER

(A) The hearing officer shall prepare a written decision, together with the reasons therefor, within a reasonable time (not to exceed 10 calendar days) after the hearing. A copy of the decision shall be sent to the Tenant and the Landlord. The Landlord shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Landlord and made available for inspection by a prospective complainant, his representative, or the hearing officer.

(B) The decision of the hearing officer shall be binding on the Landlord which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Landlord's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

(1) The grievance does not concern Landlord action or failure to act in accordance with or involving the Tenant's lease or Landlord regulations, which adversely affect the Tenant's rights, duties, welfare or status;

(2) The decision of the hearing officer is contrary to applicable Federal, State or local law, Landlord regulations or requirements of the Annual Contributions Contract between Landlord and the U.S. Department of Housing and Urban Development.

(C) A decision by the hearing officer or Board of Commissioners in favor of the Landlord or which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Tenant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

Tenant Signature	Date
Tenant Signature	Date

I have received a copy of this grievance procedure and have had an opportunity to ask questions about the procedure.

APPENDIX M

SUMMARY OF DWELLING LEASE CHANGES 2026

I. **Description of Action to be Taken:** Section XII Paragraph (D) of the Lease Body be changed.

II. **Background:** Section XII Paragraph(D) states: Tenants are limited to two (2) cures of the same lease infraction in a 12-month period. This will be changed to one (1) cure of the same lease infraction in a 12-month period.

DWELLING LEASE – updated 8/26

The Housing Authority of the City of Anniston, Alabama

This first page of your lease may change because of provisions in Section III. Tenant agrees to replace this page or abide by a lease addendum provided by the Landlord and mailed to the Tenant as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

THIS LEASE MUST BE SIGNED BY ALL ADULT MEMBERS OF THE FAMILY

State of Alabama
County of: Calhoun

This lease is effective _____
Date

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Tenant, also known as Tenant in this Lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit) No. _____ located at _____, Alabama, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. TERM, AMOUNT, AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 6th day of the month. Tenant will pay an amount equal to the product of the number of days of actual occupancy multiplied by 1/30 of the monthly rent stipulated for the period beginning _____ and ending at midnight_____. The monthly rent is $_____. The Utility Allowance allowed for the unit is $_____. The Tenant shall pay on the first day of the month in advance to the housing authority the sum of $_____, which is the difference between the rent and the utility allowance allowed. If this is a negative amount, the Housing Authority shall pay this amount to the Tenant unless this lease has been terminated for violations of the provisions of the lease. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month). If the lease is terminated by the Landlord for violation of the terms of the lease, the Utility Allowance shall not be paid to or on behalf of the Tenant. The Utility Allowance will be deposited into an escrow account during the pendency of any grievance process that was timely filed. If an eviction action is filed in Court, no Utility Allowance will be paid to or on behalf of the Tenant unless ordered by a Court. This lease, until terminated for violation of the lease or modified as provided for herein (change in income or family composition, etc.), shall be automatically renewed for successive periods of one year. **FAILURE TO MEET THE COMMUNITY SERVICE REQUIREMENTS IN THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY SHALL BE GROUNDS FOR NON-RENEWAL OF THE LEASE.** If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be assessed attorney fees and court costs associated with the legal action by the Court. Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 30 day written notice.

(B) Tenant agrees to pay a security deposit of $_____ The security deposit may be paid in installments of $_____ each with the first installment due with the first rent payment and thereafter an installment due with each later rent payment until the entire security deposit is paid. The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises

(C) Tenant is advised that Alabama law in part defines Public Assistance Fraud and the penalties as follows – Public assistance means money or property provided directly or indirectly to eligible persons through programs of the federal government, the state, or any political subdivision thereof, **including any program administered by a public housing authority**. It shall be unlawful for an individual or business entity to knowingly do any of the following: (1) Fail, by false statement, misrepresentation, impersonation, or other fraudulent means, to disclose a material fact used in making a determination as to the qualification of the person to receive public assistance. (2) Fail to disclose a change in circumstances in order to obtain or continue to receive any public assistance to which he or she is not entitled or in an amount larger than that to which he or she is entitled. (3) Aid and abet another person in the commission of the prohibitions enumerated in subdivision (1) and (2) or in any way receive, attempt to receive, or aid and abet in the receipt of unauthorized payments or other unauthorized payments or other unauthorized public assistance or authorization or identification to obtain public assistance. In addition to any other penalty provided by law, an individual or business entity that violates this section in an aggregate value of two hundred dollars ($200) or more shall be guilty of a Class C felony. OR an individual or business entity that violates this section in an amount less than the aggregate value of two hundred dollars ($200) shall be guilty of a Class A misdemeanor. Three (3) or more violations of this section shall establish a rebuttable presumption that the individual knowingly violated this section (13A-9-150, Code of Alabama, 1975).

(D) Utilities and Utility Charges: Landlord also agrees to furnish: _____ in the amounts specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish and maintain: _____ service.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or violent criminal activity. Tenants will face swift eviction action as outlined in this lease if Tenants or guests engage in drug and other criminal activity.

The Housing Authority of the City of , Alabama	Date	

By: HA		**Other Adult Member**	
Head of House		**Other Adult Member**	
Spouse		**Other Adult Member**	
Other Adult Member		**Other Adult Member**	

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated, and I will be required to vacate. I certify that no member of the household is subject to a lifetime registration requirement under the state sex offender registration program. Requests for a **Reasonable Accommodation** for a disability may be made at any time through the Central Office and/or the Property Manager.

A $_____ PENALTY IS CHARGED IF RENT IS NOT PAID BY THE _____th OF THE MONTH.

Copies of all procedures, policy, and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord

APTF

DWELLING LEASE RENEW

The Housing Authority of the City of Anniston Alabama Anniston

This first page of your lease may change because of provisions in Section III. Tenant agrees to replace this page or abide by a lease addendum provided by the Landlord and mailed to the Tenant as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

THIS LEASE MUST BE SIGNED BY ALL ADULT MEMBERS OF THE FAMILY

State of Alabama
County of: Calhoun

This lease is effective _____
Date

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Tenant, also known as Tenant in this Lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit) No. _____ located at _____, Alabama, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 6th day of the month. The monthly rent is $_____. The Utility Allowance allowed for the unit is $_____. The Tenant shall pay on the first day of the month in advance to the housing authority the sum of $_____, which is the difference between the rent and the utility allowance allowed. If this is a negative amount, the Housing Authority shall pay this amount to the Tenant unless this lease has been terminated for violations of the provisions of the lease. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month). If the lease is terminated by the Landlord for violation of the terms of the lease, the Utility Allowance shall not be paid to or on behalf of the Tenant. The Utility Allowance will be deposited into an escrow account during the pendency of any grievance process that was timely filed. If an eviction action is filed in Court, no Utility Allowance will be paid to or on behalf of the Tenant unless ordered by a Court. This lease, until terminated for violation of the lease or modified as provided for herein (change in income or family composition, etc.), shall be automatically renewed for successive periods of one year. **FAILURE TO MEET THE COMMUNITY SERVICE REQUIREMENTS IN THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY SHALL BE GROUNDS FOR NON-RENEWAL OF THE LEASE.** If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be assessed attorney fees and court costs associated with the legal action by the Court. Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 30 day written notice.

(B) Tenant has paid a security deposit of $100.00. The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises.

(C) Tenant is advised that Alabama law in part defines Public Assistance Fraud and the penalties as follows – Public assistance means money or property provided directly or indirectly to eligible persons through programs of the federal government, the state, or any political subdivision thereof, **including any program administered by a public housing authority**. It shall be unlawful for an individual or business entity to knowingly do any of the following: (1) Fail, by false statement, misrepresentation, impersonation, or other fraudulent means, to disclose a material fact used in making a determination as to the qualification of the person to receive public assistance. (2) Fail to disclose a change in circumstances in order to obtain or continue to receive any public assistance to which he or she is not entitled or in an amount larger than that to which he or she is entitled. (3) Aid and abet another person in the commission of the prohibitions enumerated in subdivision (1) and (2) or in any way receive, attempt to receive, or aid and abet in the receipt of unauthorized payments or other unauthorized payments or other unauthorized public assistance or authorization or identification to obtain public assistance. In addition to any other penalty provided by law, an individual or business entity that violates this section in an aggregate value of two hundred dollars ($200) or more shall be guilty of a Class C felony. OR an individual or business entity that violates this section in an amount less than the aggregate value of two hundred dollars ($200) shall be guilty of a Class A misdemeanor. Three (3) or more violations of this section shall establish a rebuttable presumption that the individual knowingly violated this section (13A-9-150, Code of Alabama, 1975).

(D) Utilities and Utility Charges: Landlord also agrees to furnish _____ service in the amounts specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish and maintain: _____ service.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or violent criminal activity. Tenants will face swift eviction action as outlined in this lease if Tenants or guests engage in drug and other criminal activity.

The Housing Authority of the City of _____, Alabama		Date	
By: HA		**Other Adult Member**	
Head of House		**Other Adult Member**	

Spouse		**Other Adult Member**	
Other Adult Member		**Other Adult Member**	

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated, and I will be required to vacate. I certify that no member of the household is subject to a lifetime registration requirement under the state sex offender registration program. Requests for a **Reasonable Accommodation** for a disability may be made at any time through the Central Office and/or the Property Manager.

A $_____ PENALTY IS CHARGED IF RENT IS NOT PAID BY THE _____th OF THE MONTH.

This page shall replace the first page of your lease and must be substituted for your first page

Copies of all procedures, policy, and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord.

APTF
Replacement 1st Page of Lease –

III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

(A) Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition (including whether or not any family or household member is subject to a lifetime registration requirement under the state sex offender registration program), for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Tenant to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure.

(B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.

(C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord, in writing, verifiable information regarding such change. Family members who move from the dwelling unit shall be removed from the lease. The Tenant shall report the move-out, in writing, within 10 calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant household for placement of the waiting list. Medical hardship or other circumstances shall be considered by the Landlord in making determinations under this paragraph. Also, the remaining members of the family may be over housed according to the occupancy standards of the Landlord and required to transfer as specified below in Section IV (CC) of this dwelling lease.

(D) Changes in rent caused by one or more conditions below will be made as follows:

1. Tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back (retroactive) rent due because of failure on the part of the Tenant to report such increase in family income;

2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the actual date of the decrease of income and/or the date the tenant reported the decrease, in writing, whichever is later. The information must be verified, in writing, by the Landlord.

3. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies, or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).

4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.

5. **MINIMUM RENT HARDSHIP EXEMPTIONS**: The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
   - The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
   - The income of the family has decreased because of changed circumstance, including loss of employment.
   - A death in the family has occurred which affects the family circumstances.

- Other circumstances which may be decided by the HA on a case-by-case basis.

Head of Household Initials

All of the above must be proven by the Tenant providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

6. If a Tenant requests a hardship exemption (**prior to the rent being delinquent)** under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A Tenant may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the Tenant thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the Tenant from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF TENANT:

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Alabama Controlled Substances Acts.

Guest: For purposes of this lease, the term ***"guest"*** means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant..

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

Household: The family and any HA approved live-in aide.

Other Person Under the Tenant's Control: The person, although not staying as a guest in the unit who is, or was at the time of the activity in question on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purpose is not under the tenant's control.
Premises: The dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised by the rental agreement to the tenant.

Violent Criminal Activity: Any activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Tenant Agrees:

(A) To use premises as your sole domicile and not to assign the lease or to sublease the premises;

(B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section; and not to allow any person not on the lease to use the unit's housing authority address as his/her mailing address without the permission of the landlord.

(C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V (B) of this lease;

(D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord. Guests may be permitted in a dwelling unit so long as they have no previous history of behavior on Landlord premises that would be a lease violation. Visits of more than 14 days in a calendar year shall be authorized only by the Landlord with advance documentation of extenuating circumstances. Guests remaining beyond this period shall be considered unauthorized occupants and the head of household shall be guilty of a breach of the lease. Tenants will not be given permission to allow a former Tenant of the Landlord who has been evicted to occupy the unit for any period of time. Violations of this paragraph **WILL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE;**

(E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants;

(F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affects health and safety;

(G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;

(H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;

(I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity, or water is a threat to the safety and health of Tenants of the Landlord. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;

(J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;

(K) To pay reasonable charges other than for normal wear and tear for the repair of damages to the premises.

(L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;

(M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:

1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants (including HA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for eviction. Landlord shall not terminate or refuse to renew this lease due to an incident or incident of actual or threatened domestic violence, dating violence, or stalking. These incident(s) will not be construed as a serious or repeated violation of the 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. The tenant may be required to complete HA forms documenting the incident(s) within the time as set by the HA.

2. Any drug-related criminal activity on or off such premises; or any activity by a tenant, member of the tenant's household, or guest, and any such activity engaged in on the premises by any other person under the tenant's control in which the Landlord determines that a tenant, guest, or other person under the tenant's control is illegally using a controlled substance. The HA may evict a family when the HA determines that a household member is illegally using a drug or when the HA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants.

3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises.

4. The HA may terminate the tenancy if a member of the household is:

- Fleeing to avoid prosecution, or custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.
- Violating a condition of probation or parole imposed under federal or state law.
- Furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers, the HA may terminate this lease.

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION. THE HA MAY EVICT THE TENANT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION.

(N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
(O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;
(P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy. Tenants are only allowed to keep common household pets in their units subject to the execution of the pet policy of the Landlord and proper execution of the Lease addendum for pets. Tenant agrees to comply with pet policy and violation of the pet rules, as outlined in the lease addendum, will be grounds for removal of the pet, termination of pet owner's tenancy or both. Violation of this Paragraph shall be considered to be a serious violation of this lease;

(Q) To pay when due all charges due under this lease;

(R) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, satellite dish, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent; An additional security deposit may be required for approved alterations. Amount if applicable $_____
(S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;

(T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
(U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
(V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
W) To notify Landlord no later than the fifth day of any extended absence from the premises in excess of fourteen (14) calendar days; if the tenant willfully fails to do so, the landlord may recover actual damages from the tenant. During any absence of a tenant in excess of 14 days, the landlord may enter the dwelling unit at times reasonably necessary.

(X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.
(Y) To report to Landlord within ten (10) calendar days, in writing, after there is a change in family income or family composition and to provide Landlord, in writing, verifiable information regarding such change (see also Section III (C) of this lease);

(Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
(AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.
(BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.
(CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.

(DD) To furnish complete and accurate written information in a timely manner.

(EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.
(FF) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.

(GG) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
(HH) To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.
(II) Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.

(JJ) Tenant agrees to accept the HA's offer of a revision to the existing lease. The HA may terminate the tenancy if the family fails to accept the HA's offer of a revision to an existing lease within a reasonable time as determined by the HA.
(KK) Tenant agrees that the HA may require the tenant to exclude a household member in order to continue to reside in the unit where that household member has participated in or been culpable for action or failure to act that warrants termination of the lease. The decision to exclude is solely that of the HA.
(LL) Tenant agrees that this lease may also be terminated if the HA discovers after admission that the tenant was ineligible for admission.

(MM) Tenant agrees that this lease may be terminated if the HA discovers material false statements or fraud by the tenant in connection with the application for assistance or with reexamination of income.
(NN) An operational smoke detector is located in each apartment unit. Tenant agrees to keep the smoke detector fully operational at all times and will immediately notify Landlord of any smoke detector malfunction. At no time will Tenant, any member of the household or any guest or the Tenant alter the smoke detector. Any such attempt or alteration shall be considered to be a serious breach of the lease and shall be grounds for termination of tenancy.

(OO) Tenant agrees that the tenant and members of his/her household and quests of the Tenant will not use loud, profane, abusive or threatening language when speaking to or in the presence of HA staff or representatives of the HA.
(PP) The tenant may not withhold payment of rent to the landlord, while in possession, to enforce any of the tenant's rights under this dwelling lease.
(QQ) To minimize the occurrence and growth of mold in the Leased premises, Tenant hereby agrees to the following:

1. MOISTURE ACCUMULATION. Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels. The kitchen, bathrooms, and laundry area are particularly at risk because these are areas in which the most water is utilized.

2. VENTILATION. Tenant shall arrange their possessions to allow proper circulation of air throughout the unit and shall introduce fresh air as much as possible.

3. APARTMENT CLEANLINESS. Tenant shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bathrooms, clean.
4. NOTIFICATION OF MANAGEMENT. Tenant shall promptly notify management of the presence of the following condition:
i. A water leak, excessive moisture, or standing water inside the Leased Premises;
ii. A water leak, excessive moisture, or standing water in any community common area;
iii. Mold growth in or on the Leased Premises that persists after Tenant has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
iv. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.

5. LIABILITY. Tenant shall be liable to Owner for damages sustained to the Leased Premises or to Tenant's person or property as a result of Tenant's failure to comply.

6. VIOLATION OF ADDENDUM. Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.

(RR) The tenant agrees to only use authorized grills and to use grills (including storage) in areas authorized by the HA. In no circumstances shall the grills be used under a porch/covering or within 10 feet of any overhang or housing authority building.

(SS) The use of any swimming pools on the premises is prohibited.
(TT) Playground equipment, including swings, slides, trampolines, basketball goals, etc., which is not HA approved and/or provided is prohibited.
(UU) Cable/Satellite/Phone Policy: The Cable/Satellite/Phone Policy establishes guidelines for the installation of cable, satellite and phone on AHA apartment units. Failure to comply with this policy will be considered a violation of the Lease and grounds for removal of such equipment or other actions determined by AHA management.

(VV) It is the policy of the AHA to maintain a decent, safe and sanitary environment for residents of it communities:

(1) No one may: Enter AHA property at any time unless he or she is: a lawful resident of the property; an employee of the AHA; or enter any playground recreational area or park; or congregate outdoors with others in any common area. This includes unsupervised and/or unaccompanied minors by adult members.

(2) A violation of any of these rules will be considered a serious violation of a resident's lease, and may also be grounds for criminal charges against a resident or non-resident under applicable law, including trespass and disorderly conduct statutes.

(WW) The Bed Bug Policy-HUD regulations require the resident's cooperation in order to successfully eliminate the presence of bed bugs. Therefore, it is the resident's responsibility to call in a work order as soon as the presence of bed bugs is suspected. This will allow AHA to address the potential infestation at its onset and before it affects other residents.

V. TENANT'S RIGHT TO USE AND OCCUPANCY:

(A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term ***"guest"*** means a person on the premises with the consent of a household member.

(B) With the prior written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.

(C) With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises.

1. The factors considered by the Landlord in determining whether or not consent is granted may include:

(a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.

(b) The Landlord's obligation to make reasonable accommodation for handicapped persons.

2. *Live-in aide* means a person who resides with an elderly, disabled or handicapped person and who:

(a) Is determined to be essential to the care and well-being of the person;

(b) Is not obligated for the support of the person; and

(c) Would not be living in the unit except to provide the necessary supportive services.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

(A) Landlord shall, upon written notification stating the intended time and purpose of the entry delivered or posted on the primary door of the premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. Provided, however, the HA and the Tenant may agree by separate agreement that the HA may enter the unit for any reasonable purpose (pest control, inspections, preventive maintenance, etc.) whatsoever during business hours on Tuesday, Wednesday and/or Thursday of the third week of each month without any further notice.

(B) Landlord may enter the premises at any time without advance notification pursuant to a court order, the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises, or when there is reason to believe an emergency exists.

(C) Tenant may agree by separate agreement that request(s) for maintenance constitutes permission to enter the unit at reasonable times.

(D) In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

(E) If a tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the dwelling lease. In either case, the landlord may recover actual damages.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

(A) To maintain the premises and other project premises in decent, safe, and sanitary condition;

(B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;

(C) To make necessary repairs to the premises;

(D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;

(E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord; provided; however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damages to food or other personal property;

(F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV (H) of this lease;

(G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

(H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The lease may be modified after giving Tenants sixty (60) days notice. A copy of such notice of proposed modification shall be:

1. Delivered directly or mailed to each Tenant; or
2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.

(I) To post in the office of Tenant's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant.

(J) To provide reasonable accommodations upon request and verification and after review of each request to determine whether or not said request is reasonable and feasible.

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

(A) The Tenant shall immediately notify Landlord of the damage;

(B) The Landlord shall be responsible for repair of the unit within a reasonable time: *Provided*, That if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;

(C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time unless the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.

(D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph (C) of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.

(E) **HEALTH & SAFETY VIOLATIONS - A violation of any of the safety and health and safety hazards mentioned below will be considered a serious violation of your dwelling lease and may result in the termination of your lease and eviction.**

1. TRIPPING HAZARDS: Exposed cords, for example: extension, cable, telephone, etc., are a tripping hazard and are not allowed on the floor or stairway of your apartment.

2. BEDROOMS WITH ONLY ONE WINDOW: You are not allowed to block a window with anything, for example: furniture, a fan, an air conditioner, etc., in any bedroom with only one window. In case of a fire or some other disaster, there must be a way to exit this room to the outside

3. FIRE EXTINGUISHERS: Any Tenant owned fire extinguisher must meet state and federal fire codes. Your fire extinguisher must be inspected once a year by a fire extinguisher service company and tagged with certification date, etc. If your fire extinguisher does not meet with safety requirements or is not properly charged, it must be removed from your apartment, because it is considered a safety hazard.

4. WINDOW AIR CONDITIONERS: Any window air conditioner must have a faceplate cover; otherwise, the unit must be removed from the apartment, because it is considered a safety hazard.

5. SMOKE ALARMS: Federal Regulations requires a working smoke alarm in each level of your apartment and according to your lease you cannot tamper with or cover your smoke alarm at any time, for any reason. If you tamper with or cover your smoke alarm you will be charged any and all appropriate posted maintenance charges for this offense and you may receive a notice to terminate your lease. The HA may have a separate "smoke alarm" policy which must be agreed to and signed by the Tenant.

6. ELECTRICAL: All electrical panels/boxes/outlets must remain covered with switch plates and/or plug covers. It is also a violation to tamper with external/internal breaker or meter boxes.

7. HOT WATER HEATERS AND SPACE HEATERS: Due to a fire hazard, no items are to be placed on top of or around your hot water heater or your space heater.

8. DOOR LOCKS AND WINDOW LOCKS: All entrance door locks and window locks must function properly, in order to secure your apartment. Please report any problems with your door docks and/or window to the maintenance department.

IX. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord may take possession of the dwelling after the Tenant has moved out or otherwise abandoned the premises. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fourteen (14) days from date of discovery, the rent is not current (if rent is due) and Tenant has not notified the Landlord by the fifth day of the intended absence. If a tenant leaves property in the unit more than 14 days after termination by the landlord or termination by the tenant pursuant to this lease, the landlord has no duty to store or protect the tenant's property in the unit and may dispose of it without obligation.

The HA, after having received probable cause to believe that the unit may have been abandoned, shall place a notice of abandonment on the door, mail a copy to the last known address, notify the designated person as listed in this lease, and change the locks on the door to secure the unit.

However, a property is considered abandoned if electrical services are terminated for seven (7) consecutive days with no further notification action required by the landlord.

X. NOTICES:

(A) The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

(B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII (F) of this lease:
1. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI (B) shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

(C) All notices in this lease may run concurrently without further notice at the discretion of the Landlord.

XI. NOTICE PROCEDURES:

(A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:

- Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered in hand to the Tenant or to an adult member of the Tenant's household residing in the dwelling, or shall be considered delivered three calendar days after mailing with adequate prepaid postage in the United States mailed to the tenant's last known place of residence.

- Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U.S. first class mail properly addressed.

(B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. The Tenant agrees to furnish Landlord any official postal service change of address. The address listed on the lease shall suffice unless other mailing instructions are given. Notice shall be deemed given if mailed by U.S. Mail and a copy delivered to the apartment. This notice may be delivered to an adult family member and/or posted on the door. Tenant agrees by executing this lease that such notice is sufficient. Other notices may be completed by mailing by U.S. Mail to the official address.

(C) If the Tenant is visually impaired; all notices must be in a format understandable by Tenant.

TENANT AGREES TO GIVE LANDLORD 10 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

XII. TERMINATION OF TENANCY AND EVICTION:

(A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause. Good cause includes, but is not limited to:

- Criminal or other activity by a member of the household that threatens the health or safety of other public housing Tenants, HA employees, or of persons residing in the immediate vicinity of the premises; or
- Criminal or other activity by a member of the household that threatens the health or safety of HA management staff.

(B) If there is a material noncompliance by the tenant with the dwelling lease, the landlord may deliver a written notice to terminate the lease to the tenant specifying the acts and omissions constituting the breach and that the dwelling lease will terminate in 14 calendar days after receipt of the notice. If the breach is not remedied within the 14 days after receipt of the notice to terminate the lease, the dwelling lease shall terminate on the date provided in the notice to terminate the lease unless the tenant adequately remedies the breach before the date specified in the notice, in which case the dwelling lease shall not terminate.

(C) The notice of lease termination/demand for possession shall state specific grounds for termination, what must be done, (if anything) to cure the deficiency(s), (or state that the deficiency is not curable), and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. **The notice of lease termination and demand for possession may be combined into one document.** When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.

(D) Tenants are limited to one (1) cure of the same lease infraction in a 12 month period.

(E) Any federally and state required notices shall run concurrently.

(F) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

(G) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:

1. State that the Tenant is not entitled to a grievance hearing on the termination.

2. Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.

3. State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Landlord; or any criminal activity or drug-related criminal activity on or off such premises.

(H) **7 Day Lease Termination**: If the health or safety of other residents, AHA employees, or persons residing in immediate vicinity of the premises is threatened; or if any member of the household has engaged in any drug related criminal or violent criminal activity; or if any member of the household has been convicted of a felony, AHA shall give the resident seven (7) day's written notice of termination of tenancy.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Alabama statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

(A) *Landlord discretion to consider circumstances.* In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.

(B) *Notice to Post Office.* When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

(A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

(B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XVI. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII (H) of this lease. The failure of the family to accept the HA's offer of a revision to existing lease shall be grounds for termination.

XVII. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVIII. SECURITY DEPOSIT

Tenant agrees to pay a security deposit as specified in the 1st or 1st replacement page of the lease. Failure to pay the required security deposit within the stipulated time period will result in the termination of this lease. Upon termination of the tenancy, money held by the landlord as security may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance as itemized by the landlord in a written notice delivered to the tenant together with the amount due in accordance with Alabama law after termination of the tenancy and delivery of possession. Rent accrues until the keys are returned and/or the 10-day notice period has expired and/or return of unit under eviction action.
Upon vacating the premises, the tenant shall provide to the landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the tenant fails to provide a valid forwarding address, the landlord shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of the tenant or, if none, to the tenant at the address of the property. Any deposit unclaimed by the tenant as well as any check outstanding shall be forfeited by the tenant after a period of 90 days.

XIX. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

(A) Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

(B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (I) conduct themselves in a manner to disturb the Tenants' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well-being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

XXI. DESIGNATION OF CONTACT PERSON OR ORGANIZATION (NOT REQUIRED TO BE COMPLETED)

Tenant may designate adult person(s) or organizations as the party to contact in emergency situations or other particular circumstances. See Form HUD-92006 to specify contact person(s) or organization. UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY (SEE IX. ABANDONED PROPERTY AND FURNISHINGS), OR TENANT'S PERSONAL PROPERTY MAY BE RELINQUISHED TO A PROPERLY VERIFIED EXECUTOR OF TENANT'S ESTATE, OR WHEN THE AUTHORITY HAS RECEIVED A COURT ORDER GRANTING ACCESS, CONTROL OR POSSESSION OF TENANT'S PERSONAL PROPERTY TO THE NEXT OF KIN.

XXII. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII (F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The Landlord and the Tenant shall sign the statement, and the Landlord in the Tenant's files shall retain a copy of the statement. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV. (K) of this lease. Tenant shall be provided an opportunity to participate in the termination inspection unless the Tenant has vacated the premises without notice to the Landlord.

XXIV. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT RISKS.

Housing built before 1978 may contain paint containing lead. The landlord has disclosed the presence of known lead-based paint and lead-based paint risks in the dwelling and has provided a pamphlet issued by the government on lead poisoning prevention. The landlord has made available to me access to written files containing notice of risk assessments, paint inspections, and/or hazard reduction activities relating to lead paint relating to my apartment.

Head of Household's initials is Acknowledgment of:

Initials	Question
	I **do not want** to review the Lead-Based Paint records referenced above; OR
	I **do want** to review the Lead-Based Paint Records referenced above.
	I was given the opportunity to review all the records and reports documenting the testing and abatement of lead-based paint hazards.
	I received a copy of the pamphlet, "Protect Your Family from Lead in Your Home."

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER'S INSURANCE TO COVER PERSONAL PROPERTY.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT

AN ARREST OR CONVICTION. THE HA MAY EVICT THE TENANT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION.

TENANT AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL HAVE NO DUTY TO PROVIDE POLICE SERVICES OR PRIVATE SECURITY TO THE TENANT, ANY GUESTS (INVITED OR NOT), OR THE APARTMENT COMMUNITY. TENANT SHALL LOOK SOLELY TO THE CITY POLICE DEPARTMENT FOR SECURITY PROTECTION. TENANT FURTHER AGREES AND ACKNOWLEDGES THAT, EVEN IF THE LANDLORD CHOOSES TO PROVIDE COURTESY SECURITY OR POLICE SERVICES, THESE SERVICES SHALL NOT CONSTITUTE ANY MODIFICATION OF THE ABOVE AGREEMENT. THE LANDLORD SHALL NOT BE LIABLE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR POLICE SERVICES, OR FOR CRIMINAL OR WRONGFUL ACTIONS BY OTHERS AGAINST THE TENANT OR GUESTS. IF THE LANDLORD DOES PROVIDE ANY SECURITY OF POLICE SERVICES, IT MAY ELECT TO REDUCE, MODIFY, TERMINATE, OR CHANGE THE NATURE, SCOPE, AND PROVIDER OF SUCH SERVICES WITHOUT NOTICE TO, OR CONSENT FROM, THE TENANT. TENANT CERTIFIES THAT NO MEMBER OF THE HOUSEHOLD IS SUBJECT TO A LIFETIME REGISTRATION REQUIREMENT UNDER THE STATE SEX OFFENDER REGISTRATION PROGRAM. TENANT AGREES TO FURNISH ANY MAILING ADDRESS FOR NOTICES OR OTHER OFFICIAL CORRESPONDENCE TO BE SENT BY THE HOUSING AUTHORITY BY NOTIFYING IN WRITING ANY ADDRESS CHANGE OTHER THAN THE APARTMENT ADDRESS. IF NOT OTHERWISE NOTED, MAILING TO THE APARTMENT ADDRESS SHALL BE DEEMED SUFFICIENT AND NOTICE PROPERLY GIVEN. IN THE CASE OF A LEASE TERMINATION, THE HA SHALL MAIL TO THE LAST KNOWN OFFICIAL ADDRESS AND SHALL DELIVER A COPY TO THE APARTMENT AND GIVE IT TO AN ADULT RESIDING IN THE APARTMENT OR BY POSTING ON THE DOOR.

Tenant Signatures	Tenant Signatures
1. (Head of Household)	5.
2. (Spouse)	6.
3.	7.
4.	8.

Representative Signature	**For Housing Authority**
Title	**Date**

Appendix "N"
Reasonable Accommodation

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Reasonable Accommodation

Introduction:

The Housing Authority of the City of Anniston, Alabama (HA) is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of HA's programs, services and activities.

Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a HA policy, HA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such a case, the HA will make another accommodation that would not result in a financial or administrative burden.
A reasonable accommodation is a change, modification, alteration, or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

HA will post a copy of this Reasonable Accommodation Policy and Procedures in the Central Administrative Offices located at 500 Glen Addie Ave., Anniston, Alabama 36201, on its website at www.annistonhousing.org and in the management office in each public housing development. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from the HA's Section 504/ADA Coordinator.

Legal Authority

The HA is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504)[1]; Title II of the Americans with Disabilities Act of 1990 (ADA) [2]; the Fair Housing Act of 1968, as amended (Fair Housing Act) [3]; the Architectural Barriers Act of 1968[4], and the respective implementing regulations for each Act.

Monitoring and Enforcement

The HA's Section 504/ADA Coordinator (the Executive Director or his/her designee) is responsible for monitoring HA's compliance with this Policy. Individuals who have questions regarding this Policy, its interpretation or implementation should contact HA's Section 504/ADA Coordinator in writing, by telephone, or by appointment, as follows: 500 Glen Addie Ave., Anniston, Alabama 36201 Telephone Number: 256.236.1575 Facsimile Number_256.236.3981

[1] 29 U.S.C. § 794; 24 C.F.R. Part 8. [2] 42 U.S.C. §§ 12101 et seq. [3] 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100. [4] 42 U.S.C. §§ 4151-4157.

Staff Training

The Section 504/ADA Coordinator (Executive Director or his/her designee) will ensure that all appropriate HA staff receive adequate training (ideally at least annually) on the Reasonable Accommodation Policy and Procedures, including all applicable Federal, state and local requirements regarding reasonable accommodation.

Reasonable Accommodation

A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher and Moderate Rehabilitation Programs of HA. The individual, HA staff or any person identified by the individual, must submit all requests in writing.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

Application of Reasonable Accommodation Policy

The Reasonable Accommodation Policy applies to individuals with disabilities in the following programs provided by the HA:

Applicants of public housing;

Applicants of all Housing Choice Voucher and Moderate Rehabilitation Programs;

Residents of public housing developments;

Participants of the Housing Choice Voucher and Moderate Rehabilitation Programs; and

Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by the HA, its agents or contractors including all non- housing facilities and common areas owned or operated by the HA.

Person With A Disability

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:

A. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism. "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning.

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program, Housing Choice Voucher Program, Moderate Rehabilitation Program or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

Examples of Reasonable Accommodations

Examples of reasonable accommodations may include, but are not limited to:

A. Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability who is on the lease;

Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;

Allowing a live-in aide to reside in an appropriately sized HA unit;

Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;

Transferring a resident to a unit on a lower level or a unit that is completely on one level;

Making documents available in large type, computer disc or Braille;

Providing qualified sign language interpreters for applicant or resident meetings with HA staff; or at resident meetings;

Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;

Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;

Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family; and

As a reasonable accommodation for a family member with a disability, approving a request for exception payment standard amounts under the Housing Choice

Voucher Program in accordance with 24 C.F.R. §§ 8.28 and 982.504 (b)(2).

Processing of Reasonable Accommodation Requests

The HA will provide the "Request for Reasonable Accommodation", ("Request Form"), attached hereto, to all applicants, residents or individuals with disabilities who request a reasonable accommodation. The Reasonable Accommodation Request Form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, the HA will ensure that all reasonable accommodation requests will be reduced to writing. If needed as a reasonable accommodation, the HA will assist the individual in completing the Request Form.

A. The HA will provide all applicants with the Request Form as an attachment to the HA application. The Request for Reasonable Accommodation Form must be provided in an alternative format, upon request.

Reasonable Accommodations will be made for applicants during the application process. All applications must be taken in an accessible location. Applications will be made available in accessible formats. HA will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.

HA will provide all residents with the Request Form during the annual re-certification upon request. The HA will provide the Request Form in an alternate form, upon request.

Residents seeking accommodation(s) may contact the housing management office, including office of private management companies acting on behalf of HA, within their housing development or the Central Administrative Office. In addition, residents may also contact the Section 504/ADA Coordinator's office directly to request the accommodation(s).

Within seven (7) business days of receipt, the housing management office, private management company, or regional management office will forward the resident's reasonable accommodation request(s) to the Office of the Section 504/ADA Coordinator.

Within twenty (20) business days of receipt, the Office of the Section 504/ADA Coordinator, or the resident's regional or management office will respond to the Resident's Request.

If additional information or documentation is required, the Section 504/ADA Coordinator's office will notify the resident, in writing, of the need for the additional information or documentation. The Section 504/ADA Coordinator's Office will provide the resident with the "Request for Information or Verification Form", a copy of which is attached. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.

Within thirty (30) business days of receipt of the request and, if necessary, all supporting documentation, HA will provide written notification to the resident of its decision to approve or deny the resident's request(s). Upon request, the written notification will be provided in an alternate format. A copy of the "Letter Denying Request for Reasonable Accommodation(s) and "Letter Approving Request for Reasonable Accommodation(s)" are attached.

If HA approves the accommodation request(s), the resident will be notified of the projected date for implementation.

If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding HA's HUD-approved Grievance Procedures.

All recommendations that have been approved by the ADA/504 Coordinator will be forwarded to the appropriate housing manager for implementation. All requests for reasonable accommodation that are approved by the housing manager will promptly be implemented or begin the process of implementation.

Verification of Reasonable Accommodation Request

HA may request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation Form. In addition, HA may request that the individual provide suggested reasonable accommodations. The HA may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

However, the HA may not require individuals to disclose confidential medical records in order to verify a disability. In addition, the HA may not require specific details regarding the individual's disability. The HA may only request documentation to confirm the disability- related need(s) for the requested reasonable accommodation(s). The HA may not require the individual to disclose the specific disability(ies); or the nature or extent of the individual's disability(ies).

The following may provide verification of a resident's disability and the need for the requested accommodation(s):

A. Physician;

Licensed health professional;

Professional representing a social service agency; or

Disability agency or clinic.

Upon receipt, the resident's Property Manager, including private management companies operating on behalf of HA, will forward the recommendation, including all supporting documentation, to the HA's Section 504/ADA Coordinator within seven (7) days of receipt.

Denial of Reasonable Accommodation Request(s)

Requested accommodations will not be approved if one of the following would occur as a result:

A. A violation of State and/or federal law;

A fundamental alteration in the nature of the HA public housing program;

An undue financial and administrative burden on HA;

A structurally infeasible alteration; or

An alteration requiring the removal or alteration of a load-bearing structural member.

Transfer as Reasonable Accommodation

HA shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a public housing resident with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately sized UFAS-compliant unit in that resident's project or another project, HA may offer to transfer the resident to the vacant unit in his/her project or to another project in lieu of providing structural modifications. However, if that resident rejects the proffered transfer or voucher, HA shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden. If the resident accepts the transfer, HA will work with the resident to obtain moving expenses from social service agencies or other similar sources. Nothing contained in this paragraph is intended to modify the terms of HA's Tenant and Assignment Plan and any resident's rights thereunder.

Housing Choice Voucher as Reasonable Accommodation

A. When issuing a voucher as an accommodation, HA must include a list of current available accessible units known to HA, upon request. HA will also provide search assistance. HA may also partner with a qualified, local disability organization to assist the resident or applicant with the search for available, accessible housing. See 24 C.F.R. § 8.28.

Extensions are available as a reasonable accommodation to eligible individuals with disabilities. These extensions are subject to documentation that a diligent effort to locate a unit has been conducted considering any impediments to searching because of a family member's disability.

HA may, if necessary as a reasonable accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities. See 24 C.F.R. §§ 8.28 and 982.504(b) (2).

Upon request by an applicant, participant, or their representative, HA will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent (FMR). However, the applicant, participant or the representative, must provide documentation of the need for the exception payment standard to HA.

In exceptional cases, HA may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided the applicant, participant or the representative provides the appropriate supporting documentation.

Service or Assistance Animals

Residents of HA with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. HA residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistance animals are not subject to the requirements of HA's Pet Policy.

Right to Appeal/Grievance Process

A. The public housing applicant or resident may file a complaint in accordance with HA's HUD-approved Grievance Procedure following a formal determination by the HA's ADA/504 Coordinator.

The Housing Choice Voucher and Moderate Rehabilitation Program participant and applicant complainant may file a complaint in accordance with HA's HUD Approved Grievance Procedure following a formal determination by the HA's ADA/504 Coordinator.

An applicant or resident may, at any time, exercise their right to appeal HA's decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

U.S. Department of Housing and Urban Development
950 22nd St. N, Suite 900,
Birmingham, Alabama 35203
Telephone: 205-731-2630
Facsimile: 205-731-2502

APPENDIX "O"

Affirmatively Furthering Fair Housing (AFFH).

Affirmatively Furthering Fair Housing (AFFH).

Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Ensure equal opportunity and affirmatively further fair housing, in accordance with the Administrative and Admissions and Occupancy Plan (ACOP) including taking affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex familial status, and disability. Anniston Housing Authority will undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of housing choice or unit size required.

Describe fair housing strategies and actions to achieve the goal When it is reasonable, the PHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to • Permitting applications and reexaminations to be completed by mail • Providing "large-print" forms • Conducting home visits • Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability • Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability • Installing a ramp into a dwelling or building • Installing grab bars in a bathroom • Installing visual fire alarms for hearing impaired persons • Allowing a PHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit. • Providing a designated handicapped-accessible parking space • Allowing an assistance animal • Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff • Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair A person with a disability may require special accommodations in order to have equal access to the public housing program. The types of reasonable accommodations the PHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Appendix "P"

Housing Opportunity Through Modernization Act (HOTMA) (revised 7/2025)
HOTMA Sections 102 Income Reviews and 104 Limitation on Eligibility based on assets Final Rule:
This is an overview of the changes related to income reviews and asset limitations from the implementation of HOTMA Sections 102 and 104.
Income Definitions — 24 CFR 5.609 (a): Income is now defined broadly with an expanded and clarified list of income exclusions. Annual income includes all amounts received from all sources by each adult family member 18 years or older or the head of household or their spouse, plus unearned income by or on behalf of each dependent under 18 years, plus income from assets.
• **Income Exclusions — 24 CFR 5.609(b):** See the Income and Exclusions Resource Sheet for the list of all excluded amounts.
• **Student Financial Assistance — 24 CFR 5.609(b)(9):** See the Student Financial Assistance Resource Sheet for information on deductions, exclusions, and calculating exclusions.
Income from Assets — 24 CFR 5.609(a): In general, income from assets is considered income. If it is possible to calculate actual returns from an asset, the PHA should use that amount. If it is not possible to calculate an actual return on an asset, the PHA must impute income from assets based on the current passbook savings rate as determined by HUD when the family has net assets over $50,000 (adjusted annually by CPI-W). See the Asset Resource Sheet for the list of all excluded amounts.
Calculation of Income — 24 CFR 5.609(c): For initial occupancy/assistance and interim reexaminations, the PHA must estimate the family income for the upcoming 12-month period using current income. For all annual reexaminations, the PHA must determine the family income for the previous 12-months **unless** using a streamlined income determination, taking into account any redetermination from an interim reexamination and any unaccounted-for income changes.
Interim Income Reexaminations — 24 CFR 960.257(b), 982.516(c), and 882.515(b): A family may request an interim reexamination because of family income or composition changes since the last examination. An interim reexamination should be conducted when a family's adjusted income decreases by 10% or more (or lower threshold per HUD or PHA policy). An interim reexamination should also be conducted when a family's adjusted income increases by 10% or more; however, the PHA may not consider any increase in the *earned* income of the family when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the certification period. See the **Interim Reexaminations Fact Sheet**.
Safe Harbor: Income Determinations from Other Programs — 24 CFR 5.609(c)(3): The PHA may determine a family's pre-deduction income based on income determinations made by other means-tested federal public assistance programs within the previous 12-months. PHAs are not required to use this method.
Eliminates the Earned Income Disregard: Only families already participating in EID on the effective date of the final rule may continue receiving the benefits up to 2 years from that date. Families receiving the Jobs Plus Earned Income Disregard pursuant to the FY2022 NOFO or earlier may continue to receive the EID under the terms of the NOFO.
Mandatory Deductions — 24 CFR 5.611 (a)(1) -(a)(2): Changes the mandatory deduction amounts to $480 per dependent and $525 per elderly and disabled family. These

amounts are 2024 figures, adjusted annually for inflation and rounded to the next lowest multiple of $25.

Health and Medical Expense Deduction — 24 CFR 5.611(a)(3): Increases the threshold for the deduction of unreimbursed health and medical care expenses plus unreimbursed reasonable attendant care and auxiliary apparatus expenses that enable employment to 10% of annual income.

Permissive Deductions — 24 CFR 5.611(b): A PHA may adopt, through written policies, additional deductions from annual income. PHAs will not be eligible for additional HUD funding based on application of these deductions.

Hardship Exemptions to the Health and Medical Expenses Deduction — 24 CFR 5.611(c)(1) -(c)(2): There are two categories of hardship exemptions to the new 10% threshold for unreimbursed health and medical expenses: a phase-in for families already receiving a deduction for expenses over 3% of their income and a general hardship exemption.

Exemption to Continue the Child Care Expense Deduction — 24 CFR 5.611(d): A family whose eligibility for the childcare expense deduction is ending may request a financial hardship exemption to continue the deduction.

Limitation on Assets — 24 CFR 5.618(a): The new rule restricts families from receiving public housing or Section 8 benefits if their net family income exceeds $100,000 (as adjusted annually) or if the family owns real property deemed suitable for the family to live in.

Exclusion from Assets — 24 CFR 5.603(b)(3): There are new exclusions from assets, including related to necessary items of personal property, non-necessary items of personal property when the total value does not exceed $50,000 (as adjusted), and real property that the family does not have the legal authority to sell.

Software Changes

- HUD is in the process of replacing PIC with the Housing Information Portal (HIP)
- HUD is also changing the 50058
- The current 50058 and PIC are not set up for the changes in HOTMA
- HUD has been working with software vendors to prepare for the conversion
- The PHA cannot transition to HOTMA until:
  - Implementation guidance is issued
  - HUD releases a new 50058
  - The HIP system is operational and accepting certifications
  - The PHA's software has transitioned.

Housing Opportunity Through Modernization Act (HOTMA) AHA Policy

On February 14, 2023, HUD enacted Section 103 of the Housing Opportunity Through Modernization Act (HOTMA) regarding income limits for the Public Housing program. PHAs are required to implement updates to agency plans for this Section within (120) days of enactment. The following revisions to AHA's Public Housing Admissions and Continued Occupancy Policy (ACOP) are proposed to be effective immediately upon board approval.

OVER INCOME FAMILIES [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2019-11; FR Notice 2/14/23

In the public housing program, an over-income family is defined as a family whose income exceeds the over-income limit for 24 consecutive months. When this occurs, the PHA must either:

• Terminate the family's tenancy within six months of the PHA's final notification of the end of the 24-month grace period; or

• Within 60 days of the PHA's final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds.

AHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the AHA will terminate the family's tenancy.

Over-Income Limit [Notice PIH 2019-11]

The PHA must publish over-income limits in their Admission and Continued Occupancy Policy (ACOP) and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is determined by multiplying the applicable very low-income (VLI) by a factor of 2.4, as adjusted for family size.

Anniston-Oxford-Jacksonville, AL MSA $74,100
Very Low (50%) Income Limits ($)

AHA Policy

The AHA will use the income limits that are provided by HUD. These income limits will be updated within 60 days of HUD publishing each year and will be effective for all annual and interim reexaminations.

Anniston-Oxford-Jacksonville, AL MSA $74,000
Very Low (50%) Income Limits ($)
Effective May 01, 2026

FY 2026 Income Limit Category	Persons in Family						
1	2	3	4	5	6	7	8
26,000	29,700	33,340	37,100	40,100	43,050	46,050	49,050

HOTMA income limits Median income @ 2.4 per household size:

1	2	3	4	5	6	7	8
62,400	71,280	80,160	89,040	96,240	103,320	110,520	117,600

NOTE: **Calhoun County** is part of the **Anniston-Oxford-Jacksonville, AL MSA**, so all information presented here applies to all of the Anniston-Oxford-Jacksonville, AL MSA.
The **Anniston-Oxford-Jacksonville, AL MSA** contains the following areas: Calhoun County, AL;
Decreases in Income [24 CFR 960507(c)(4)]

Decreases in Income [24 CFR 960507(c)(4)]
If, at any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family's income is below the over-income limit, the PHA's over-income policies no longer apply to the family. If the PHA later determines that the family's income exceeds the over-income limit at a subsequent annual or interim reexamination, the family is entitled to a new 24 consecutive month period and new notices under this section.

AHA Policy
If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with AHA policy Chapter XI.

If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of recertification. The AHA will notify the family in writing within 10 business days of the determination that over income policies no longer apply to them.

Initial Notice of Over-Income Status [24 CFR 960.507(c)(1)]
If the PHA determines the family has exceeded the over-income limit during an annual or interim reexamination, the PHA must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit and continuing to exceed the over-income limit for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

AHA Policy
At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, within 10 business days the AHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the AHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the AHA's determination in accordance with AHA policies Chapter XVI.

Second Notice of Over-Income Status [24 CFR 960.507(c)(2)]

The PHA must conduct an income examination 12 months after the initial over-income determination, unless the PHA determined the family's income fell below the over-income limit since the initial over-income determination. If the PHA determines the family has exceeded the over-income limit for 12 consecutive months, the PHA must provide written

notification of this 12-month over-income determination no later than 30 days after the income examination that led to the 12-month over-income determination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in the PHA following its ACOP for over-income families. Additionally, if applicable under PHA policy, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

AHA Policy

If a family's income exceeds the applicable over-income limit after 12 consecutive months, within 10 business days, the AHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the AHA's over-income polies. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes the AHA determination in accordance with AHA policies in Chapter XVI.

Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509]

Unless the PHA determined the family's income fell below the over-income limit since the second over- income determination, the PHA must conduct an income examination 24 months after the initial over income determination. If the family continues to be over-income based on this determination, the PHA must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the PHA will follow its continued occupancy policies for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

AHA Policy

If a family's income exceeds the applicable over-income limit for 24 consecutive months, the AHA
will notify the family in writing of the determination within 10 business days of the date of the determination. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes the AHA's determination in accordance with AHA policies in Chapter XVI.

- The family will no longer be part of the public housing program.
- A subsidy will no longer be received for this unit.
- An alternative rent amount based on the higher of Fair Market Rent or the HUD subsidy will be charged. The unit will be considered a non-public housing, over-income (NPHOI) household; however, they still reside in the public housing unit.

- An over-income household occupies a unit that would otherwise house a low-income household.
- An over-income household would pay the alternative rent regardless of their income level.
- There is no ceiling on over-income limitations

The notice will also include a new non-public housing lease **(Attachment A)** and inform the family that the lease must be executed by the family and the AHA no later than 60 days from the date of the notice or at the next lease renewal, whichever is sooner. The family will continue to be a public housing program participant until the family executes the new non-public housing lease. The notice will also state that failure to execute the lease within this time period stated in the notice will result in termination of tenancy no more than six months after the date of the notice. The AHA will permit an over-income family to execute a lease beyond this time period, but before termination of tenancy, if the over income family pays the AHA the total difference between the alternative non-public housing rent and their public housing rent dating back to the point in time that the over income family was required to execute the new lease.

Once the family signs the new nonpublic housing lease, the family will no longer be a public housing participant family. The family will no longer be subject to income examinations, are precluded from participating in the resident council, and cannot participate in any programs that are only for public housing or low-income families.

The non-public housing over-income lease will contain all required provisions listed at 24 CFR 960.509. The initial term of the lease will be for one year. Upon expiration of the initial lease term, the lease will not renew automatically, and subsequent leases will state renewal terms. At any time, the AHA may terminate tenancy in accordance with 24 CFR 960.509(b)(11) and in accordance with state and local law.

Upon execution of the lease, the tenant will be required to pay the amount of monthly tenant rent (known as the alternative non-public housing rent) determined by the AHA in accordance with HUD regulations. The AHA will comply with state and local law in giving the tenant written notice stating any changes in the amount of tenant rent. Charges assessed under the lease will be due in accordance with state and local law.

Admissions and Continued Occupancy Policy (ACOP) Addendum

Anniston Housing Authority (AHA)

This Addendum is being Executed in Accordance Notice PIH 24-38

Effective July 1, 2025

The following provisions are being added to the AHA ACOP dated **11/15/24** via this addendum to comply with Notice PIH 24-38 and be effective July 1, 2025. These provisions are included in the ACOP approved by the Board on **5/22/25**, which cannot be implemented until HUD completes updates to its computer system. HUD has determined that the implementation of the changes included below are not subject to HUD system updates.

Earned Income Disregard (EID) - Effective January 1, 2024, this disregard was eliminated.

Income Exclusions – The list of income exclusions in the definition section of the ACOP is deleted and new list (see attachment 1) replaces it.

- See attachment Number 1 to this addendum

Definitions – The following definitions are added/revised:

- **Earned Income** - Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.
- **Unearned income** - Any annual income, as calculated under § 5.609, that is not earned income (see earned income definition above).
- **Family** – Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
    - A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person:
    - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older:
    - A group of persons residing together, and such group includes, but is not limited to:
        - A family with or without children (a child who is temporarily away for the home because of placement in foster care is considered a member of the family)
        - An elderly family
        - A near-elderly family
        - A displaced family
        - The remaining member of a tenant family

Note: By definition, a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of the household.

- Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR § 5 and 960]
- Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
- Foster Care Arrangements include situations in which the family is caring for a foster adult, child, or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

- **Day Laborer** - An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
- **Dependent** - A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student. [24 CFR 5.603] An unborn child shall not be considered a dependent.
- **Foster Child** - a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.
- **Foster Adult** - A member of the household who is 18 years of age or older and meets the definition of a foster child under State law. In general, a foster adult is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.
- **Health and medical care expenses** - Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.
- **Minor** - A member of the family, other than the head of family or spouse, who is under 18 years of age.

De Minimis errors - PHAs will not be considered out of compliance solely due to de minimis errors in calculating family income. De minimis errors occur when a PHA's determination of a family's income deviates from the correct income determination by no more than $30 per month in monthly adjusted income (or $360 in annual adjusted income).

If an error occurred in the calculation of income that results in the family overpaying rent, the amount of overpayment retroactive until the effect date of the error will be credited to the tenant account. The family may request a refund of the credit amount that exceeds charges due in the next 30 days or the credit will be applied to future charges.

Enterprise Income Verification (EIV) – EIV is no longer required to be used during interim reexaminations but at the HA's discretion may be used when other sources are unavailable or disputed.

Federal Privacy Act Statement (Form HUD 9886-A) – The HA is using the new Federal Privacy Act Statement, which includes the changes below:

- The executed consent form will remain effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to the PHA to revoke consent.
- Families have the right to revoke consent by notice to the PHA; however, revoking consent will result in termination or denial of assistance.

Attachment Number 1

INCOME EXCLUSION LIST

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

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

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

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

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

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

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

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

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

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

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

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

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

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from—

(1) The Federal government.

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

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

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

(5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

(1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section.

(2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section);

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

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

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

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

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

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and

distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.

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

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

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

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

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

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

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

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

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

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

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

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

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

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

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

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

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

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

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

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

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or

profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

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

(c) Calculation of Income. The PHA or owner must calculate family income as follows:

(1) Initial occupancy or assistance and interim reexaminations. The PHA or owner must estimate the income of the family for the upcoming 12-month period:

(i) To determine family income for initial occupancy or for the initial provision of housing assistance; or

(ii) To determine family income for an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

(2) Annual Reexaminations. (i) The PHA or owner must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA or owner uses a streamlined income determination under §§ 5.657(d), 960.257(c), or 982.516(b) of this title.

(ii) In determining the income of the family for the previous 12-month period, the PHA or owner must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

(iii) The PHA or owner must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

(3) Use of other programs' determination of income. (i) The PHA or owner may, using the verification methods in paragraph (c)(3)(ii) of this section, determine the family's income prior to the application of any deductions applied in accordance with § 5.611 based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:

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

(B) Medicaid (42 U.S.C. 1396 et seq.).

(C) The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).

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

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

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

(G) Supplemental Security Income (42 U.S.C. 1381 et seq.).

(H) Other programs administered by the Secretary.

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

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

(ii) If a PHA or owner intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance under this paragraph (c)(3), the PHA or owner must obtain it using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, the PHA or owner must calculate annual income in accordance with 24

CFR part 5, subpart F. The verification must indicate the tenant's family size and composition and state the amount of the family's annual income. The verification must also meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.

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

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

(ii) HUD may revise the amount of de minimis error in this paragraph (c)(4) through a rulemaking published in the Federal Register for public comment.

Housing Choice Voucher (Section 8) Administrative Plan

Anniston Housing Authority (AHA)

This Addendum is being Executed in Accordance Notice PIH 2024-38

Effective July 1, 2025

The following provisions are being added to the AHA Administrative Plan dated **11/15/24**, via this addendum to comply with Notice PIH 24-38 and be effective July 1, 2025. These provisions are included in the ACOP approved by the Board on **5/22/25**, which cannot be implemented until HUD completes updates to its computer system. HUD has determined that the implementation of the changes included below are not subject to HUD system updates.

Income Exclusions – The list of income exclusions in the definition section of the ACOP is deleted and new list (see attachment 1) replaces it.

- See attachment Number 1 to this addendum

Definitions – The following definitions are added/changed:

- **Earned Income** - Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.
- **Unearned income** - Any annual income, as calculated under § 5.609, that is not earned income (see earned income definition above).
- **Family** – Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
    - A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person:
    - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older:
    - A group of persons residing together, and such group includes, but is not limited to:
    - A family with or without children (a child who is temporarily away for the home because of placement in foster care is considered a member of the family)
    - An elderly family
    - A near-elderly family
    - A displaced family
    - The remaining member of a tenant family
    - A foster care arrangement, or a kinship care arrangement

Note: By definition, a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of the household.

- Other persons, including members temporarily absent (e.g. a child temporarily

placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR § 5 and 960]

- Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
- Foster Care Arrangements include situations in which the family is caring for a foster adult, child, or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

- **Day Laborer** - An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
- **Dependent** - A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student. [24 CFR 5.603] An unborn child shall not be considered a dependent.
- **Foster Child** - a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.
- **Foster Adult** - A member of the household who is 18 years of age or older and meets the definition of a foster child under State law. In general, a foster adult is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.
- **Health and medical care expenses** - Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.
- **Minor** - A member of the family, other than the head of family or spouse, who is under 18 years of age.

De Minimis errors - PHAs will not be considered out of compliance solely due to de minimis errors in calculating family income. De minimis errors occur when a PHA's determination of a family's income deviates from the correct income determination by no more than $30 per month in monthly adjusted income (or $360 in annual adjusted income).

If an error occurred in the calculation of income that results in the family overpaying rent, the amount of overpayment retroactive until the effect date of the error will be credited to the tenant account. The family may request a refund of the credit amount that exceeds charges due in the next 30 days or the credit will be applied to future charges.

Enterprise Income Verification (EIV) – EIV is no longer required to be used during interim reexaminations but at the HA's discretion may be used when other sources are unavailable or disputed.

Federal Privacy Act Statement (Form HUD 9886-A) – The HA is using the new Federal Privacy Act Statement, which includes the changes below:

- The executed consent form will remain effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to the PHA to revoke consent.
- Families have the right to revoke consent by notice to the PHA; however, revoking consent will result in termination or denial of assistance.

Attachment A

Non-Public Housing Over-Income Sample Lease

Per § 960.509 the non-public housing over-income lease must contain at a minimum the following provisions.

Section 1: Parties, dwelling unit, and term.

1. Name of PHA and tenants: THIS AGREEMENT is executed between the _____ *[name of housing authority]* (herein called "PHA"), and _____ (herein called the "Tenant"), and becomes effective as of this date: _____.

2. The PHA leases to the tenant, upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at _____ *[(address, apartment number, and any other information needed to identify the dwelling unit]* (called "premises" or "dwelling unit") to be occupied exclusively as a private residence by Tenant and household.

3. The term of the lease is: _____.

4. (A) PHA-supplied utilities, services, and equipment. If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises without additional cost:

   ( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Water ( ) Sewerage ( ) Other

   If indicated by an (X) below, PHA shall provide the following appliances for the premises:
   ( ) Cooking Range ( ) Refrigerator

   (B) Tenant-supplied utilities and appliances. If indicated by an (X) below, tenant must pay for the indicated utility:

   ( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Water ( ) Sewerage ( ) Other

   If indicated by an (X) below, tenant shall provide the following appliances for the premises:
   ( ) Cooking Range ( ) Refrigerator

5. *Household Composition*: The Tenant's household is composed of the individuals listed below. These individuals have been approved by the PHA and may include (family members, foster children and adults, and any PHA-approved live-in aides)

The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

Other than the Head or Spouse each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.

Name	Relationship	Age & Birthdate	Social Security Number
1.	Head		
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Section 2: Lease term and renewal.

1. *Lease term and renewal: per PHA policy*
2. At any time, the PHA may terminate the tenancy in accordance with Section 11.

Section 3: Payments due under the lease.

1. *Tenant rent.* Rent in the amount of $.__ per month shall be payable in advance on the first day of each month, and shall be delinquent after the sixth (6th) day of said month. *This rent is based on an amount determined by the PHA in accordance with § 960.507(e)(1). The PHA must comply with State or local law in giving the tenant written notice stating any change in the amount of tenant rent. HUD will publish the Per Unit Subsidy Report annually for all public housing developments by December 31st to help establish the alternative rents for the following calendar year.*

2. *PHA charges.* Tenant is responsible for repair charges beyond normal wear and tear and for consumption of excess utilities. Such charges will be determined by: _____

   _____

   [state the basis for the determination of such charges, e.g., by a posted schedule of charges for repair, amounts charged for excess utility consumption, etc. Note that the imposition of charges for consumption of excess utilities is permissible only if such charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances.]

3. *Late payment penalties. [Include any penalties for late payment of rent.]*

4. *When charges are due.* Charges assessed under paragraphs (2) and (3) of this section are due in accordance with PHA policy: *[Include PHA policy.]*

5. *Security deposits.* The tenant previously paid a security deposit of $_____. This amount will be applied to the tenancy upon signing this lease. Return of the security deposit will be made provided: *[include circumstances under which a security deposit will be returned to the tenant consistent with State and local security deposit laws.]* Tenant will be charged for damage to the unit and this amount may be deducted from the security deposit if: *[include circumstances under which a security deposit will not be fully returned to the tenant consistent with State and local security deposit laws.]*

Section 4: Tenant's right to use and occupancy. The tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, as well as their guests (as defined in 24 CFR 5.100).

Section 5: The PHA's obligations. The PHA's obligations under the lease include the following:

1. To maintain the dwelling unit and the project in decent, safe, and sanitary condition.

2. To comply with requirements of applicable State and local building codes, housing codes, and HUD regulations materially affecting health and safety.

3. To make necessary repairs to the dwelling unit.

4. To keep project buildings, facilities, and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition.

5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities, and appliances, including elevators, supplied, or required to be supplied by the PHA.

6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit by the tenant in accordance with paragraph (b)(6)(vii) of this section.

7. To supply running water, including an adequate source of potable water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage), except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.

8. To notify the tenant of the specific grounds for any proposed adverse action by the PHA as required by State and local law.

9. To comply with Federal, State, and local nondiscrimination and fair housing requirements, including Federal accessibility requirements and providing reasonable accommodations for persons with disabilities.

10. To establish necessary and reasonable policies for the benefit and well-being of the housing project and the tenants, post the policies in the project office, and incorporate the regulations by reference in the lease.

Section 6: The Tenant's obligations. *[The lease must, at a minimum and consistent with State and local law, provide that the tenant must:]*

1. Not assign the lease or sublease the dwelling unit.

2. Not provide accommodations for boarders or lodgers.

3. Use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not use or permit its use for any other purpose.

4. Abide by necessary and reasonable policies established by the PHA for the benefit and well-being of the housing project and the tenants, which must be posted in the project office and incorporated by reference in the lease.

5. Comply with all applicable State and local building and housing codes materially affecting health and safety.

6. Keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.

7. Dispose of all waste from the dwelling unit in a sanitary and safe manner.

8. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities, including elevators.

9. Refrain from, and cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or housing project.

10. Pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the housing project (including damages to buildings, facilities, or common areas) caused by the tenant, a member of the household or a guest.

11. Act, and cause household members and guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.

12. Assure that no tenant, member of the tenant's household, guest, or any other person under the tenant's control engages in:

(A) *Criminal activity.*

(*1*) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

(*2*) Any drug-related criminal activity on or off the premises; or

(B) *Civil activity.* For non-public housing over-income units that are not within mixed-finance projects, any smoking of prohibited tobacco products in the tenant's unit as well as restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the PHA has designated as smoke-free.

13. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

Section 7: Tenant maintenance. *[The lease may provide that:]* The tenant must perform seasonal maintenance or other maintenance tasks, including: *[Tasks may be included where performance of such tasks by tenants of dwellings units of a similar design and construction is customary, as long as such provisions are not for the purpose of evading the obligations of the PHA. In cases where a PHA adopts such lease provisions, the PHA must exempt tenants who are unable to perform such tasks because of age or disability.]*

Section 8: Defects hazardous to life, health, or safety. The following are the rights and obligations of the tenant and the PHA if the premise is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants.

1. The tenant must immediately notify project management of the damage.

2. The PHA must repair the unit within a reasonable time. The PHA must charge the tenant the reasonable cost of the repairs if the damage was caused by the tenant, the tenant's household, or the tenant's guests.

3. The PHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time, subject to § 960.509(b)(5)(ix); and

4. Abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph (2) of this section or alternative accommodations not provided in accordance with paragraph (3) of this section must be provided by the PHA, except that no abatement of rent may occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests.

Section 9: Entry of dwelling unit during tenancy. The PHA may enter the dwelling unit during the tenant's possession under the circumstances outlined in this section.

1. The PHA is, upon reasonable advance notification to the tenant, permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the dwelling unit for re-leasing. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least two days before such entry is reasonable advance notification.

2. The PHA may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists; and

3. If the tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the PHA must leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

Section 10: Notice procedures. In accordance with State and local laws, the PHA and tenant must follow the these procedures when giving notices:

1. Except as provided in paragraph (9) of this section, notice to a tenant must be provided in a form to allow meaningful access for persons who are limited English proficient and, in a form, to ensure effective communication with individuals with disabilities; and

2. Notice to the PHA can be in writing, hand delivered, or sent by prepaid first-class mail to PHA address provided in the lease, orally, or submitted electronically through a communications system established by the PHA for that purpose.

Section 11: Termination of tenancy and eviction.

1. *Procedures*. These procedures must be followed by the PHA and the tenant to terminate the tenancy: *[Insert procedure compliant with State and local law.]*

2. *Grounds for termination of tenancy*. The PHA may only terminate the tenancy for good cause, which includes, but is not limited to, the following:

   (A) Criminal activity or alcohol abuse as provided in paragraph (4) of this section.
   (B) Failure to accept the PHA's offer of a lease revision to an existing lease: with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

3. *Lease termination notice*. The PHA must give notice of lease termination in accordance with State and local laws.

4. *PHA termination of tenancy for criminal activity or alcohol abuse.*

(A) *Evicting on the basis of drug-related criminal activity.*

(*1*) *Methamphetamine conviction.* The PHA must immediately terminate the tenancy if the PHA determines that any member of the household has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

(*2*) *Drug crime on or off the premises.* Drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control, is grounds for the PHA to terminate tenancy. In addition, a PHA may evict a family when the PHA determines that a household member is illegally using a drug or when the PHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(B) *Evicting on the basis of other criminal activity.*

(*1*) *Threat to other residents.* Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

(*2*) *Fugitive felon or parole violator.* The PHA may terminate the tenancy if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

(C) *Eviction for criminal activity – evidence and notice.*

(*1*) *Evidence.* The PHA may evict the tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

(*2*) *Notice to Post Office.* When a PHA evicts an individual or family for criminal activity, the PHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

(D) *Use of criminal record.* If the PHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the PHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record before a PHA grievance hearing, as applicable, or court

trial concerning the termination of tenancy or eviction. The tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.

(E) *Cost of obtaining criminal record.* The PHA may not pass along to the tenant the costs of a criminal records check.

(F) *Evicting on the basis of alcohol abuse.* The PHA must establish standards that allow termination of tenancy if the PHA determines that a household member has:

(*1*) Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or

(*2*) Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

(G) *PHA action, generally.*

(*1*) *Consideration of circumstances.* In a manner consistent with policies, procedures and practices, the PHA may consider all circumstances relevant to a particular case such as the nature and severity of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, the extent to which the leaseholder has taken steps to prevent or mitigate the offending action, the amount of time that has passed since the criminal conduct occurred, whether the crime or conviction was related to a disability, and whether the individual has engaged in rehabilitative or community services.

(*2*) *Exclusion of culpable household member.* The PHA may require a tenant to exclude a household member to continue to reside in the dwelling unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

(*3*) *Consideration of rehabilitation.* In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the PHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully (42 U.S.C. 13662). For this purpose, the PHA may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(*4*) *Nondiscrimination limitation.* The PHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

Section 12: No automatic lease renewal. Upon expiration of the lease term, the lease shall not automatically renew.

Section 13: Grievance procedures. *[The lease may include hearing or grievance procedures and may explain when the procedures are available to the family.]*

Section 14: Provision for modifications. This lease may be modified at any time by written agreement of the tenant and the PHA. Modification of the lease must be evidenced by a written rider or amendment to the lease, executed by both parties, except as permitted under 24 CFR 966.5, which allows modifications of the lease by posting of policies, rules and regulations.

Section 15: Signature clause. By Tenant's signature below, Tenant and household agree to the terms and conditions of this lease and all additional documents made a part of the lease by reference. By the signature(s) below I/we also acknowledge that the Provisions of this Lease Agreement have been received and thoroughly explained to me/us.

Tenant (Head of household): _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Manager: _____ Date: _____

Appendix "Q"
Repayment Agreement

Name:
Address:

Total amount due:

Reason for Unpaid Balance:

Telephone Number: _____

This agreement between the above-named participant and the Anniston Housing Authority (AHA) describes how the amount of additional payment of $_____ due on a rental account shall be repaid to AHA.

1. Participant shall make a first payment of $_____on or before _____in addition to the family's regular monthly rent contribution (full monthly rent) to the AHA.

2. Thereafter, the participant agrees to pay $_____monthly (plus the full monthly rent amount) until balance is paid in full. Payments will be made on or before_____.

3. The AHA agrees to take no (legal) action to terminate the participant's housing assistance for nonpayment of rent as long as the participant honors the terms of this contract.

4. The terms of the agreement may be re-negotiated if there is a decrease or increase in the family's income.

5. The participant understands that if timely payments as described in statement #2 above are not made, the agreement is null and void. The remaining amount of additional payment due then becomes due in full, and the AHA will begin the termination process and may obtain a judgement.

6. Nothing in this contract shall deprive the participant of his/her rights under the AHA's Public Housing program or the Housing Choice Voucher program.

Participant Signature: _____ Date: _____
Participant Signature: _____ Date: _____
AHA Representative Signature: _____ Date: _____

Appendix R

ASSISTANCE ANIMAL POLICY

Anniston Housing Authority

Adopted on 11/19/26; Effective _____, 2026

XXVIII. ASSISTANCE ANIMALS THAT ARE NEEDED AS A REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES ARE NOT CONSIDERED PETS, AND THUS, ARE NOT SUBJECT TO HA PET POLICIES. THE RESIDENT MUST REGISTER THE ANIMAL WITH THE HA. REGISTRATION INCLUDES THE CERTIFICATION FROM A LICENSED VETERINARIAN OF REQUIRED PET INOCULATIONS, INFORMATION TO IDENTIFY THE PET, AND THE NAME AND ADDRESS OF THE PET OWNER AND THE NAME AND ADDRESS OF A RESPONSIBLE PARTY TO CARE FOR THE PET IF THE OWNER IS UNABLE TO. THE RESIDENT SHALL FURNISH THE HA INFORMATION AT EACH REEXAMINATION AS TO THE STATUS OF THE ANIMAL, THE CONTINUED NEED FOR THE ANIMAL, AND THE INFORMATION CONTAINED HEREINABOVE.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals - often referred to as "service animals," "assistive animals," "support animals," or "therapy animals" perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision;
- Alerting individuals who are deaf or hearing impaired;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerting persons to impending seizures; or
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

The HA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. **The question is whether or not**

the animal performs the assistance or provides the benefit needed by the person with the disability.

The HA's refusal to modify or provide an exception to a "no pets" rule or policy to permit a person with a disability to use and live with an assistance animal would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;
- The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or
- The presence of the assistance animal would fundamentally alter the nature of the provider's services.

Assistance animals are a means to provide a reasonable accommodation for an individual with a disability, but a person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal. The HA should verify that the individual requesting the assistance animal is a person with a disability and that the animal is needed to assist with the disability. The HA must also verify that the person is capable of taking care of the animal, or has made suitable arrangements for care of the animal in a sanitary manner which is consistent with the Pet Policy of the HA. As with all other disability-related inquiries, the HA may not ask about the nature or severity of the resident's disability. The HA may ask for third party verification.

See attached third party verification form that must be completed by a medical professional and Assistance Animal Data Verification Form that must be completed by a Veterinarian.

Anniston Hosuing Authority
500 Glen Addie Ave
Post Office Box 2225
Anniston, AL 36202

(256) 236-1575
FAX (256) 236-3981

Confidential

Verification of Need

Date: _____

To: _____

_____

_____

Re: Patient Making Request: _____ D.O.B

_____

The individual named above has applied for or is receiving federal rental assistance from the Anniston Housing Authority (AHA) and has identified that he/she has a disability and needs an assistance animal. Housing Authorities are required to verify reasonable accommodation requests for an assistance animal. As the medical provider named by the person requesting the assistance animal, you are asked to verify that the individual meets the requirements on the reverse side of this document:

Please return the completed document in the enclosed self-addressed envelope or fax it to (256) 236-3981.

Sincerely,

AHA Property Management

Assistance Animal Verification Request

The AHA must verify that the individual requesting an assistance animal is a person with a **disability** and/or a household member has a **disability** and has a disability-related need for an assistance animal.

An Assistance Animal is a means to provide a reasonable accommodation for an individual with a "disability", but a disability does not automatically entitle a person to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for an animal.

Please note that all AHA households are allowed to have "pets". An assistance animal is not a pet and is not governed by the AHA pet policy.

Definition of Disabled: Individual with disabilities means any person who has: (a) A physical, mental or emotional impairment that: Substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question.

A. I certify under penalty of law that the person identified above seeking to use and live with the animal has a disability — *i.e.,* a physical or mental impairment that substantially limits one or more major life activities.

B. I certify under penalty of law that the person identified above making the request has a disability-related need for an assistance animal. **In other words,** the animal works, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability.

I _____, hereby certify that _____ meets the requirements
Medical Provider's Name (printed) Name of Requestor (printed)

of both paragraph A and B above and in my professional opinion an assistance animal would alleviates one or more of the identified symptoms or effects of his/her existing disability.

Name and Title _____ Date _____

Signature _____ Phone _____

Penalty for Fraud

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(s) in obtaining or attempting to obtain 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 and, upon conviction, shall be punished by a fine of not less than $300.00 nor more than $500.00 or be punished at hard labor for the county not to exceed sixty (60) days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Alabama, 1975).

Requestor Statement and Authorization to Release Information

I _____ authorize _____
Name of Requestor (printed) Medical Provider's Name
to release the requested information.

Requestor Signature _____ Date _____

Anniston Housing Authority (AHA)

Assistance Animal Responsibility Form

I, _____ have been approved for an Assistance Animal. I understand the dwelling lease under Section IV (E), (F), (G) & (H); Obligation of Tenant; Tenant Agrees: (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and wellbeing of all Tenants; (F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety; (G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition; and, (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner.

I agree and understand that I am liable for any damage or injury whatsoever caused by the assistance animal and shall pay the landlord or applicable party for any damages or injury caused by the assistance animal. I also realize that I should obtain liability insurance for animal ownership and that paying for the insurance is my responsibility.

I agree and understand that all information concerning my assistance animal must be updated annually and provided at the annual recertification (See attached Assistance Animal Data Verification Form). This form must also be completed by a Veterinarian when the assistance animal is initially approved and at annual reexamination.

I also understand that I must obtain prior approval from the AHA before making a change of the Assistance Animal for which this policy was approved. Also, a picture may be taken by the AHA staff of the Assistance Animal for documentation.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by assistance animal.

I agree that I am responsible for keeping the assistance animal under control and the assistance animal must be housebroken.

I agree to comply with the City of Anniston Animal code (hereafter referred to as code). Attached are copies of the codes dealing with: Removal of animal waste, Sec. 4.5; restraint required; running at large, Sec. 4.36; and, Vaccination required, Sec. 4.31. A copy of the complete code is available for your review at your Rental Office.

I agree and understand that if I cannot control the assistance animal to comply with the City of Anniston Animal code or the assistance animal demonstrates behavior and becomes a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices and procedures the assistance animal will have to be removed and replaced with an assistance animal that the owner can control.

I also understand that there is no deposit or annual fee charged for an assistance animal and that an assistance animal is not considered a pet.

Head of Household Signature	Date
Housing Authority Representative Signature	Date

Assistance Animal Data Verification Form

The following form must be completed by a Veterinarian

The AHA must verify that all Assistance Animals have received proper vaccinations and other required treatment.

Owners Name _____

Type and Bread of Assistance Animal:

_____

The Assistance Animal has been:

Type of Treatment	Date	Yes	No
Neutered			
Spayed			
Rabies (annual vaccination) and distemper			
Other treatments (Specify Below)			

NOTE: City of Anniston animal code requires an annual rabies vaccination for animals that are capable of having and Transmitting rabies and for which the vaccines are recommended by veterinarians.

_____

Signature **Date**

_____

Name of Veterinarian Clinic

NOTE: The AHA staff may take a picture of the Assistance Animal for documentation.

Appendix "S"
Family Self Sufficiency Program (FSS)

The Family Self-Sufficiency (FSS) program originated from two pilot initiatives: Project Self-Sufficiency (1986) and Operation Bootstrap (1990). Developed to evaluate self-sufficiency framework models for subsidized families, both pilots demonstrated that sustained economic independence requires access to critical supportive services, including childcare, transportation, healthcare, and long-term education and training. The FSS program was formally established under the National Affordable Housing Act later that same year.

FSS subsequently refined the operational frameworks of its predecessor programs. While participation remained voluntary through 1991 and 1992, the program became mandatory in 1993 for Public Housing Agencies (PHAs) receiving new funding increments. These regulatory requirements were later updated by the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

Program Purpose and Administration

The primary objective of the FSS program is to strategically align housing assistance with public and private resources, empowering participating families to achieve long-term economic independence. Chapter 2 provides a comprehensive overview of the program's core purposes and fundamental requirements.

Within the Calhoun County jurisdiction, the Family Self-Sufficiency program is administered by the Anniston Housing Authority (AHA).

Anniston Housing Authority will allow Interim disbursements on a case-by case- basis within the following guideline.

- Families may request an interim disbursement from the escrow account once the FSS family has fulfilled at least one interim goal, in order to pay for specific goods or services that will help the family make progress toward achieving the goals in its Individual Training and Services Plan (ITSP) Requests may be made verbally or in writing. Requests may be made through the term of the Contract of Participation. Examples of potentially eligible activities include, but are not limited to, payments for post-secondary education, job training, credit repair, small business start up costs, job start up expenses, and transportation to/from a place of employment. A determination of whether the family qualifies for the requested interim disbursement will be made on a case-by-case basis by the FSS Coordinator and an administrative staff representative of the Anniston Housing Authority. The FSS coordinator will first explore options for services and in-kind donations from partners, which must be exhausted before a request for an interim disbursement will be approved.

- The Housing Authority will limit Interim Disbursements to two times max per calendar year.
- Interim Disbursements will have a cap of fifty percent of tenants' total balance.
- Tenant must provide estimates, receipts, or documentation showing how the funds will be used.

APPENDEX "T" Pet Policy 2026

Pet Policy Lease Addendum-Revised February 2009

Anniston Housing Authority (HA)

This addendum is being executed in accordance with Section XVI of the Dwelling Lease

Section I.

1. Pet ownership: A tenant may own one or more common household pets or have one or more common household pets present in the dwelling unit of such tenant, subject to the following conditions:

A. Each Head of Household may own up to two pets. If one of the pets is a dog or cat, (or other four legged animal), the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet. The Head of Household must register the pet with the housing authority. Registration includes the certification from a licensed veterinarian that the pet has obtained all required pet inoculations, information to identify the pet, and the name and address of the pet owner and the name and address of a responsible party to care for the pet if the owner is unable to. This information shall be updated annually as part of the reexamination process.

B. If the pet is a dog or cat (house cat), it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the humane society. The evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a dog and/or cat cannot exceed 20 pounds (fully grown). All other four legged animals are limited to 10 pounds (fully grown). **Note:** The requirement of having a cat declawed at three months has been deleted; however, the head of household will be responsible for the actual cost to repair any damages to the dwelling unit as a result of the cat not being declawed.

C. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.

D. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and nonhazardous manner.

E. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society and must be provided before the execution of this agreement.

F. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Tenant's lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.

G. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on HA property may be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the HA staff has to take a pet to the Humane Society the Tenant will be charged $50 to cover the expense of taking the pet(s) to the Humane Society.

H. Pet(s) may not be left unattended for more than twenty-four consecutive hours. If it is reported to HA staff that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, HA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Tenant. In the case of an emergency, the HA will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.

I. Pet(s), as applicable, must be weighed by a veterinarian or staff of the humane society. A statement containing the weight of the pet must be provided to the HA prior to the execution of this agreement and upon request by the HA.

Note:
Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight li... at any time during occupancy will not be an eligible pet and must be removed from HA property.

2. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit.

3. Prohibited Animals: Animals or breeds of animals that are considered by the HA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, rottweiler, doberman pinscher, pit bulldog, and/or any animal that displays vicious behavior. This determination will be made by a HA representative prior to the execution of this lease addendum.

4. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Manager will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. The Tenant will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

5. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the tenant, in writing, that the animal must be removed from the Public Housing Development, within 10 day of the date of the notice from the HA. The Tenant may request a hearing, which will be handled according to the HA's established grievance procedure. The pet may remain with the tenant during the hearing process unless the HA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the HA, the pet must be immediately removed from the unit upon receipt of the notice from the HA.

6. The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the HA staff is required to clean any waste left by a pet, the Tenant will be charged $25 for the removal of the waste.

7. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Tenant shall be charged a fee of $25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by HA staff and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the HA staff takes a pet to the Humane Society the Tenant will be charged an additional $50 to cover the expense of taking the pet(s) to the Humane

Society. The housing authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

8. Pets may not be bred or used for any commercial purposes.

Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

FEE AND DEPOSIT SCHEDULE

(An Annual Fee and Deposit is required for each pet)

Type of Pet	Fee	Deposit
Dog	$150	$250
Cat	$100	$150
Fish Aquarium	$50	$100
Fish Bowl (Requires no power and no larger than two gallons)	$0	$0
Caged Pets	$100	$150

Note: The above schedule is applicable for each pet; therefore, if a tenant has more than one pet he or she must pay the applicable annual fee and deposit for each pet.

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy.

The annual fee shall be paid at the time of reexamination each year and all proof of inoculations and other requirements shall be made available to the HA at such time. The Annual Fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. THERE SHALL BE NO REFUND OF THE ANNUAL FEE.

It shall be a serious violation of the lease for any tenant to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Paragraph IV (L) of the lease (a serious violation) and the HA will issue a termination notice. The tenant will be entitled to a grievance hearing in accordance with the provisions of Paragraph 5 of this Pet Policy or the Grievance Procedure, as applicable.

RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I, _____ agree to the following:
(Print Name)

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable annual fee of $_____ to cover some of the additional operating cost incurred by the HA. I also understand that this fee is due and payable prior to the execution of this lease addendum and each twelve months thereafter.

I agree to pay a refundable pet deposit of $_____ to the HA. The Annual Fee and Initial Deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to the Tenant after the premises are vacated and all keys have been returned.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET(S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE HA AT THE ANNUAL REEXAMINATION. ANNUAL FEES SHALL BE PAYABLE IN FULL TWELVE MONTHS FROM THE APPROVAL DATE.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET(S) FROM THE PROPERTY OF THE HA AND/OR EVICTION. I, ALSO UNDERSTAND THAT I MY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE HA.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM THE HA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY THE HA STAFF OF THE PET (S) FOR DOCUMENTATION.

Head of Household Signature	Date
Housing Authority Representative Signature	Date

Note: See Section XVIII-B Pet Rule of ACOP for animals that are approved as "Assistance Animal" for applicability of Pet Policy and Execution of Pet Lease Addendum.

APPENDEX "U"
Trash and Litter policy
ANNISTON HOUSING AUTHORITY

Outdoor Trash and Litter Policy

To make the property of the residents of the Anniston Housing Authority cleaner, safer, and more sanitary, it is necessary to adopt this policy and provide for its enforcement. Effective **December 1st, 2026**, the following policy shall be in full force on the premises of the Housing Authority:

1. 1. The Dwelling Lease of the Housing Authority provides in Section IV (BB) that the "Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation."

The Anniston Housing Authority hereby finds that tenants must pick up trash, litter, and other debris on the outdoor areas of their apartment unit, to include that area immediately in the front of and in the rear of each unit. This is considered daily maintenance and a maintenance task which shall be customary for residents of the Housing Authority.

2. All trash receptacles are to be transported to the designated curbside on trash collection day. Trash receptacles are not permitted on the curb until **5:00pm** the day before trash collection day. Trash must be kept in designated areas behind apartments.
3. All trash receptacles are to be returned to the rear of your unit before **10:00am**, the following day. Any receptacle not retrieved by the designated time will be impounded by the Maintenance Division. This will subject the tenant to additional **$10.00** fine.
4. No major appliances, furniture or auto parts (tires, motors, batteries, etc.) are to be placed behind or in front of the unit for storage or disposal. Tenants(s) will be responsible for transporting items to the street curb and calling their local sanitation department for pick-up. Failure to move items to the street curb for pick-up by the local sanitation department promptly could result in a fine of **$10.00 and up to $50.00** based on the item(s) to be removed.
5. If trash receptacle is missing or damaged, please contact your local sanitation department immediately.
6. Each resident is responsible for trash of any type in a yard (front, side, rear) and is subject to fine, regardless of how the trash came to reside in the yard. Trash in resident defined area, and the common area surrounding their apartment, is the responsibility of the resident. If maintenance is required to remove the trash from a resident designated area the maintenance charge will be a ***minimum of $10.00 and up to $50.00.***

If management finds that the tenant is not complying with this policy, notice shall be given to the tenant that he or she shall have one day to clean the area. Failure to clean the area shall result in the housing authority having the area cleaned, and the tenant being charged a fee for this service, which shall be due and payable in fourteen days after the tenant is billed for the same. Failure to pay this fee shall be cause for eviction. If the tenant continues to not pick up trash, litter and other debris as specified in this policy, this shall be considered a repeated breach of the lease, and the lease shall be terminated and the eviction process initiated. In the event that a tenant is unable to perform these tasks because of age or disability, he or she shall, within ten days after the effective date of this policy, or within ten days of the occurrence of a disability, report the same to the management office and the manager shall make an appropriate determination as to whether or not said person shall be excluded from the terms of this policy. A schedule of charges shall be posted on the bulletin board in the management office, and a copy of the same shall be furnished to a tenant upon request.

7. 2. During the grass cutting season, Tenants are expected to have all paper and other items which might interfere with the cutting of the grass picked up prior to mowing. If these items are not picked up when the cutting begins, the tenant shall be charged a fee as specified in Paragraph 1, and the same shall be paid in the same manner and the penalties for non-payment shall be the same as in Paragraph 1.
8. 3. Each resident shall place all materials collected in a bag and dispose of them in a safe and sanitary manner.
9. 4. This policy shall be incorporated into the Dwelling Lease by reference and violation of this policy shall, in addition to being a violation of other portions of the lease, including Section IV (BB) shall be a violation of Section IV (X) of the lease, which states that the tenant agrees "To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference."

Date: _____

Tenant Signature: _____

Property Management: _____

Policy
Changes 2026

Public Housing Program /ACOP
Bed Bug policy updated
Pet Policy – revised
Assistance Animal Policy – revised
Trash Policy – revised
Schedule of resident charges updated
Remove Homeownership program from ACOP

Section	Previous Policy	Proposed Policy/change/update
Bed Bug Policy Appendix F	Revised	Updated charges
Pet Policy Appendix T	Revised	If the pet is a dog or cat (house cat), it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the humane society. The evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a dog and/or cat cannot exceed 20 pounds (fully grown). All other four legged animals are limited to 10 pounds (fully grown). **Note:** The requirement of having a cat declawed at three months has been deleted; however, the head of household will be responsible for the actual cost to repair any damages to the dwelling unit as a result of the cat not being declawed.
Assistance Animal Policy Appendix R	New Policy	
Trash Policy Appendix V	New Policy	
Resident Charges	Revised	Updated cost and labor charges

PUBLIC NOTICE OF APPROVAL OF THE ANNUAL PLAN/5 Year Plan/ACOP 2027-2028
Anniston Housing Authority
October 1st, 2026

The Public is hereby given notice that the Anniston Housing Authority (AHA) will conduct a Public Hearing on **October 13th, 2025, at 5:00 p.m.** The hearing will be held at 500 Glen Addie Anniston Alabama in the Board room at the main office. The purpose of the hearing is to obtain public comments on changes to our Annual Plan, Capital Fund 5 Year Plan and the Admission and Continued Occupancy Policy (ACOP) and HCV Administrative Plan for 2027-2028. The AHA Board of Commissions will vote on approving the Plans includes the long-range goals and objectives for achieving the Authority's mission over the next five years on November 19th, 2026. This site is accessible to handicapped and disabled individuals. Draft copy's of our plans are available for review and inspection at all the AHA office locations and the AHA website beginning **October 1st, 2026**. For additional information concerning the plan, please telephone the AHA main office at (256)236-1575, or by email at info@annistonhousing.org. Residents may request a copy of the plan from your Property Manager.

Public Housing Program /ACOP
Pet Policy – revised
Assistance Animal Policy
Trash Policy
Schedule of resident charges update
Bed Bug policy update
Lease - Tenants are limited to two (2) cures of the same lease infraction in a 12-month period. This will be changed to one (1) cure of the same lease infraction in a 12-month period.

Housin11111g Choice Voucher Program:
HUD INSPIRE/HQS inspections policy update

Annual Plan & 5 Year Plan Update
Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

- Allocation of funding for pre-development cost, development cost, relocation benefits, office relocation and demolition cost as part of the AHA's Development Strategy. RAD funding for pre-closing cost Environmental studies
- All sites – email migration project to work with windows 365
- All AMPS – Physical Needs Assessment (PNA)
- All AMPS – Energy Audit to estimate consumptions
- AHA offices to replace computer workstations to include monitors, maintenance workorder tablets and/or laptops as needed
- Constantine – roof replacement Envision Center
- Constantine – roof replacement for flat unit building, change from metal to shingles
- Constantine – HVAC replacement for flat units
- Constantine – HVAC mini splits/air project
- Constantine – Electrical panel replacement
- Constantine – Interior kitchen remodel including replacing sink/faucet/cabinets and countertops.
- Constantine – Waterline line replacement
- Fairview – Exterior cameras with pole installation
- Fairview – HVAC replacement
- Fairview – Roof replacement
- Fairview - Pressure wash exterior siding, sidewalks , handrails and gutters
- Fairview – paint/replace exterior siding as needed
- Fairview – upstairs subfloor replacement as well as /tile/cabinets countertops/sink/interior painting, install exhaust fans in laundry and bathroom
- Fairview – Relocation payments to residents
- Tinsley Manor – Exterior upgrades to include exterior door replacement with screens

- Tinsley – Playscape
- Tinsley – exterior landscape improvements and repaving/striping the parking lot
- Norwood – Kitchen cabinet replacement/bathroom sink and flooring upgrade
- Norwood – Replace exterior siding
- Norwood – Exterior door and screen door replacement for both front and rear entrance
- Norwood – Conversion of HVAC units
- Parkwin/ Washington – HVAC replacement
- Parkwin/Washington – installation of bathroom exhaust fans
- Parkwin/Washington – tree removal as needed
- Parkwin/Washington - new tub faucet
- Parkwin/Washington – replace/remodel tub enclosures
- Maintenance golf carts for AMP 1 and AMP 3
- Maintenance bucket truck.

All comments will be considered by the Housing Authority and the Board of Commissioners. Submission of written comments on the proposed plan must be received no later than **October 29th, 2026.**

If any members of the Housing Authority communities require special accommodations in order to attend this meeting, please contact Terri Lloyd at 256-236-1575 extension 120.



