

PUBLIC HOUSING ADMISSION AND CONTINUED OCCUPANCY PLAN



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SECTION 1

STATEMENT OF POLICIES

1.1. General

The United States Housing Act of 1937 (the “Act”) is responsible for the birth of federal housing program initiatives. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing for low income residents.

The Public Housing Program was enacted as Section 9 of the U.S. Housing Act of 1937. The Act continues to be amended from time to time, and its requirements, as they apply to the Public Housing Program, are described in and implemented throughout this Admissions and Continued Occupancy Policy (ACOP).

1.2. Public Housing Authority

The Public Housing Program is federally funded by the U.S. Department of Housing and Urban Development (HUD) and administered for the City of Greenville by The Greenville Housing Authority (TGHA). The Greenville Housing Authority is not a federal department or agency. A public housing authority is a governmental or public body, created and authorized by the laws of the State of South Carolina to develop and operate housing and housing programs for low income families and individuals.

The Greenville Housing Authority entered into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. TGHA is responsible to ensure compliance with federal laws, regulations and notices and must establish local policies and procedures to clarify federal requirements and to ensure consistency in program operations.

1.3. TGHA Mission and Vision

The mission of The Greenville Housing Authority is to provide quality affordable housing that serves as a foundation to improve lives.

The vision of The Greenville Housing Authority is vibrant mixed income communities of opportunity that maximize individual potential.

1.4. Purpose of the ACOP

The purpose of the ACOP is to establish policies for carrying out the Public Housing Program in a manner consistent with HUD requirements and local goals and objectives contained in TGHA’s Agency Plan. This ACOP is a part of TGHA’s Agency Plan and is available for public review.

This ACOP sets forth TGHA’s local policies for operation of the Public Housing Program in the context of federal law and regulations. It is not intended to repeat the federal requirements. All issues related to Public Housing not addressed in this document are governed by such federal regulations, HUD Handbooks and guidebooks, notices and other applicable laws.

TGHA is responsible for complying with all changes in HUD regulations pertaining to the Public Housing Program. If such changes conflict with the ACOP, HUD regulations will have precedence.

The applicable regulations and corresponding notices and guidance from HUD make a distinction between mandatory and discretionary policies as follows:

- **Mandatory Policies** are those driven by legislation, regulations, current handbooks, notices and legal opinions.
- **Discretionary Policies** are optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects TGHA to comply with and enforce mandatory policies and to make clear optional policies adopted by TGHA. This ACOP is the foundation for those optional policies adopted by TGHA. HUD directions require TGHA to make policy choices in certain areas of program operations that provide guidance and consistency to staff, program applicants, residents and owners.

ACOP Revisions – TGHA will revise this ACOP as needed to comply with any program changes implemented by HUD throughout the year. These changes shall not constitute a significant modification and will not require public notice or comment prior to implementation.

TGHA will review the ACOP annually and update any local policies or changes in program operations. These changes will be considered a significant modification and will require public notice and comment and will only be done in conjunction with the Annual Agency Plan.

1.5. Nondiscrimination

It is the policy of The Greenville Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment including:

- Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Rule
- Violence Against Women Reauthorization Act of 2013 (VAWA)
- Title VI of the Civil Rights Acts of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent it applies, otherwise Section 504 and the Fair Housing Amendments govern)

TGHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Public Housing Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial status, handicap or disability, actual or perceived sexual orientation, gender identity or marital status.

The Greenville Housing Authority shall not:

- a) Deny any family the opportunity to apply for housing, nor deny any qualified applicant the opportunity to lease housing suitable to its needs;
- b) Provide housing which is different from that provided others;
- c) Subject a person to segregation or disparate treatment;
- d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- e) Treat a person differently in determining eligibility or other requirements for admission;
- f) Steer an applicant or resident toward or away from a particular area based on any of these factors.
- g) Deny a person access to the same level of services.

Applicants or residents who believe that they have been subject to unlawful discrimination may notify TGHA either orally or in writing. TGHA will make every attempt to remedy any discrimination complaints made against TGHA but if unsuccessful, TGHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

1.6. Addressing Barriers to Equal Housing Opportunities

TGHA will ensure that persons with disabilities have full access to TGHA programs and services. No individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because TGHA's facilities are inaccessible to or unusable by persons with disabilities.

1.7. Reasonable Accommodations

An individual with a disability may request a reasonable accommodation at any time during the application process or participation process in the Public Housing Program. TGHA will provide written notification of the right to request a reasonable accommodation, on the intake application, re-certification documents and notices of adverse action by TGHA, by including the following language:

"If you have any special needs, you may request a reasonable accommodation."

A "reasonable accommodation" is defined as a change, modification, alteration or adaptation in policy, procedures, practice, program or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity. Reasonable accommodations shall include, but are not limited to reasonable modifications to a dwelling unit in accordance with all provisions of the law.

If a resident or applicant indicates that an exception, change or adjustment to a rule, policy, practice or service is needed because of a disability, TGHA will treat this indication as a request for a reasonable accommodation and will encourage the family to make that request in writing. TGHA staff will work with the requesting party to complete the Reasonable Accommodation form if necessary.

Verification of Disability – To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the civil rights definition for persons with disabilities.

Third party verification will be obtained from a licensed professional competent to make the determination will be obtained. TGHA will not inquire about the nature or extent of any disability but will only request information that is necessary to evaluate the disability related need for the accommodation. No medical records will be accepted or retained in the resident file.

After a request for an accommodation is present, TGHA will respond in writing within 20 business days of receipt of all required documentation. If TGHA denies a request for an accommodation because it is not reasonable (it would impose an undue hardship and administrative burden or fundamentally alter the nature of TGHA's operations), TGHA will advise the family if an alternative accommodation could effectively address the family's disability related need without an undue hardship.

Undue Burden – An undue administrative burden is one that requires a fundamental alteration of the essential functions of TGHA. An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on TGHA.

1.8. Hearing or Vision Impairments

At the initial point of contact, TGHA will inform each applicant of alternative forms of communication that can be used other than plain language paperwork. To meet the needs of persons with hearing impairments, TTD/TTY communication will be made available through the State of South Carolina relay system. To meet the needs of persons with vision impairments, TGHA will explain materials orally or ask that the individual make arrangements for a third party representative of their choice to receive, interpret and explain materials.

1.9. Physical Accessibility

TGHA will comply with all regulations related to physical accessibility including the following:

- PIH 2002-01
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

Accessible dwelling units will be targeted to households with mobility impairments. If there is no current household in need of an accessible unit, TGHA will lease the unit to other households based on the stipulation that the family will be required to move if a subsequent household with mobility impairments is identified

1.10. Improving Access for Persons with Limited English Proficiency

TGHA will take affirmative steps to communicate with people who need services or information in a language other than English. (LEP persons).

A significant number of LEP persons eligible to be served or likely to be encountered by the Public Housing Program in Greenville, use Spanish as their primary language. Thus, TGHA will assure that bi-lingual (Spanish-English) staff is available to act as interpreters and translators. TGHA will provide written translation to Spanish of vital documents and all correspondence that represents compliance requirements or adverse action against the LEP person.

TGHA serves very few LEP persons in any language other than Spanish. Therefore, TGHA will not include any other language in this LEP Plan. However, to assure access for persons with other language needs, TGHA will use alternative ways to articulate in a reasonable manner to assure meaningful access for LEP persons with needs in languages other than Spanish. These alternatives will include the use of community volunteers, family members and friends as interpreters for LEP persons whose primary language is other than Spanish.

1.11. Privacy Rights [24 CFR 982.551 and 24CFR5.212]

Applicants and residents, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD and/or TGHA will release family information. TGHA will not release other information except as otherwise specifically identified in this ACOP.

All applicant and resident files will be stored in a secure location, which is only accessible by authorized staff. TGHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

1.12. Deconcentration of Poverty

It is the policy of The Greenville Housing Authority to provide for deconcentration of poverty and income mixing by targeting higher income tenants into areas where lower income residents reside and lower income tenants into areas where higher income residents reside.

TGHA shall conduct an annual analysis of the incomes of the families residing in each of development to determine the established income range (EIR). The income analysis shall be conducted as follows:

- **Step 1** – TGHA shall determine the average household income for the Public Housing Program by taking the aggregate total of all household income and dividing by the total occupied households.
- **Step 2** – TGHA shall then determine the average income of each development by taking the total of all household income in that development and dividing by the total occupied units in that development.
- **Step 3** – The established income range (EIR) shall be calculated as 85% to 115% of the aggregate average household income for both developments.
- **Step 4** – The average household income for each development shall then be compared to the EIR to determine if the development is low income or high income.

The EIR will determine if additional income mixing strategies need to be developed and implemented.

1.13. Violence against Women Act (VAWA)

The Violence Against Women Reauthorization Act of 2013 (VAWA 2013) expands housing protections for victims of domestic violence, dating violence, sexual assault or stalking. Changes under VAWA 2013 include extending protections to survivors of sexual assault; allowing survivors who remain in the unit to establish eligibility or find new housing when a lease is bifurcated; providing survivors with emergency transfers; and additional notification to applicants and tenants of housing rights under VAWA.

TGHA will provide all protection under VAWA 2013 as described below to program participants and family members of program participants who are victims of domestic violence, dating violence, sexual assault or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

Parties whom VAWA protects – VAWA 2013 expands the housing protections to cover survivors of sexual assault and protects anyone who:

- Is a victim of actual or threatened domestic violence, dating violence, sexual assault or stalking, or an “affiliated individual” of the victim (spouse, parent, brother, sister, or child of that victim; or an individual to whom that victim stands in loco parentis; or an individual, tenant or lawful occupant living in the victim’s household); and,
- Is living in, or seeking admission to, any of the covered housing programs.

VAWA 2013 eliminates the requirement that the household member be related by blood or marriage to the victim. Therefore, VAWA 2013 protects individuals who simply live in the victim’s household, regardless of whether they are related by marriage or blood to the victim.

Definitions – The new law revises the definition of “domestic violence” to include crimes of violence committed by an intimate partner of the victim or by a person who has cohabitated with the victim as an intimate partner. VAWA 2013 further amends the definition of “stalking” by including a more general definition than had been provided by VAWA 2005. VAWA 2013 defines the terms in the following manner:

Domestic violence includes felony or misdemeanor crimes of violence committed by:

- A current or former spouse or intimate partner of the victim;
- A person with whom the victim shares a child;
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies; or
- Any other person who committed a crime against an adult or youth victim who is protected under the domestic or family violence laws of the jurisdiction.

Dating violence is violence committed by a person:

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- The existence of such a relationship is determined based on the following factors:
 - Length of the relationship
 - Type of relationship
 - Frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking is defined as engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for his or her safety or others; or
- Suffer substantial emotional distress.

Denials of Admissions, Termination of Tenancy or Assistance – An applicant or tenant shall not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. An incident of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim and will not be good cause for terminating the assistance or tenancy of the victim.

Criminal Activity Directly Related to the Abuse – No person shall be denied assistance, tenancy or occupancy rights to housing solely on the basis of criminal activity, if that activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a household member, guest or any person under the tenant's control, if the tenant or affiliated individual of the tenant is the victim.¹⁴

Actual and Imminent Threat – TGHA may terminate assistance to a victim if TGHA can demonstrate an actual and imminent threat to other tenants or employees at the property in the event that the tenant is not evicted or terminated from assistance.

An actual and imminent threat shall include a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm.

In determining the existence of an “actual or imminent threat,” TGHA will consider the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. Termination of a victim's assistance under this provision will occur only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, permitting a participant to move to another location, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat.

Victims Held to Same Standard – For program violations unrelated to the abuse, TGHA, will not subject a participant who is a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard than other participants in determining whether to terminate assistance.

Bifurcation – TGHA may bifurcate a lease to terminate assistance to any tenant or lawful occupant who engages in criminal acts of violence against an affiliated individual or others. This action may be taken without penalizing the survivor who is also a tenant or lawful participant.

If TGHA terminates a lease because of criminal acts of violence against family members or others, and that individual is the only family member eligible to reside in public housing, then any remaining family member will have the opportunity to establish eligibility. If no family member can establish such eligibility, then TGHA will provide the tenant 60 days to vacate the unit.

Court orders – TGHA will honor court orders addressing rights of access to or control of property, including civil protection orders issued to protect the victim, as well as orders addressing the distribution or possession of property among household members in a case.

Certification – TGHA will request that an individual certify via the applicable HUD form or other such written documentation as defined in this section. This certification will: (1) state that an applicant or tenant is a victim of domestic violence, dating violence, sexual assault or stalking; (2) state that the incident that is the ground for protection meets the requirements under the statute; and (3) include the name of perpetrator, if the name is known and safe to provide. In lieu of the certification form, the applicant or participant may provide:

- Documentation signed by the victim and a victim service provider, an attorney, a medical professional, or a mental health professional in which the professional attests under penalty of perjury to his or her belief that the victim has experienced an incident of domestic violence, dating violence, sexual assault or stalking that meets the grounds for protection under the statute; or
- A federal, state, tribal, territorial, or local law enforcement, court or administrative record.

Timeline – After TGHA has requested certification in writing, an applicant or participant shall have 30 days to respond to the request. If an individual does not provide the documentation within the 30 days, TGHA will deny admission or terminate assistance.

Conflicting Certification – In situations where TGHA receives documentation with conflicting information, TGHA will require an applicant or participant to submit any of the above-mentioned third-party documentation.

Confidentiality – TGHA will keep confidential the information an individual provides to certify victim status, including the individual’s status as a victim. This information will be entered into a shared database or disclosed to another entity or individual, unless the disclosure is: requested or consented to by the individual in writing; required for use in a termination proceeding to determine whether the incident qualifies as a serious or repeated violation of the lease, good cause to terminate assistance or tenancy, or criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking; or otherwise required by law.

No TGHA employee shall access the information regarding domestic violence unless they are specifically and explicitly authorized to access this information because it is necessary for their work.

Notification and Language Access – TGHA will provide the applicable HUD notice accompanied by the certification form to applicants and participants: (1) at the time an applicant is denied admission; (2) at the time the individual is admitted; and (3) with any notification of termination of assistance. In addition, the HUD notice must be available in multiple languages and be consistent with HUD guidance concerning language access for individuals with limited- English proficiency.

PHA Plan – TGHA will include in its annual plan a description of any activities, services, or programs being undertaken to assist victims of domestic violence, dating violence, sexual assault or stalking. In addition, TGHA will include in its five-year plan a description of any goals, objectives, policies, or programs it uses to serve victims’ housing needs.

SECTION 2 ELIGIBILITY FOR ADMISSION

2.1. General

This Chapter defines both HUD and TGHA's criteria for admission and denial of admission to the Public Housing Program. The policy of TGHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply for housing assistance. TGHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by TGHA pertaining to their eligibility.

2.2. Eligibility Factors

TGHA will accept applications only from families whose head or spouse is at least 18 years of age or an emancipated minor.

To be eligible for participation in the Public Housing Program, an applicant must meet the following criteria established by HUD:

- An applicant must be a "family"
- An applicant must be within the applicable Income Limits
- An applicant must furnish Social Security Numbers for all family members age six and older
- An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and at least one member of the applicant family must be either a U.S. citizen or have eligible immigration status.

2.3. Placement on Waiting List

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors identified above. However, eligibility factors will not be verified before the family is placed on the waiting list. Placement on the waiting list will be based solely on the household's certification.

Reasons for denial of placement on the waiting list or denial of admission are addressed in further in this ACOP. These reasons for denial constitute additional admission criteria.

2.4. Family Composition

The applicant must qualify as a family. The term family includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status:

1. One or more persons sharing residency, whose income and resources are available to meet the family's needs who may not be related by blood, marriage or operation of law, but who will give evidence of a stable relationship which has existed a minimum of one year.

Evidence of a stable family relationship may include, but is not limited to, any of the following: birth certificates of the children, joint tax return, prior lease (held jointly or one adult listed as “head” but other adult was included on the lease), joint bank accounts, insurance policies, prior joint credit history, or similar documentation. Evidence used to verify stable relationship would be documented in the family file.

2. A single person family may be: an elderly person; a near elderly person; a displaced person; a disabled person; or any other single person.
3. A remaining household member who is a member of an assisted household whose original head/spouse is no longer living in the rental unit. Such remaining household members must have been listed on the most recent HUD 50058 and lease, must be of legal age and must be able to carry out the terms of the lease and family obligations. A live-in aid is not a remaining family member. A household member who did not have eligible citizenship status will not be considered a remaining household member.

In addition, for categorizing family as defined above, the terms disabled family, elderly family or near elderly family are:

Disabled family means a family whose head (including co-head), spouse or sole member is a person with a disability.

Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

Near elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62; living together; or one or more persons who are at least 50 years of age but below the age of 62.

2.5. Children in Foster Care

If a child has been placed in foster care, TGHA will verify with the appropriate agency whether and when the child is expected to be returned to the household. Unless the agency confirms that the child has been permanently removed from the home and/or will not return to the home within the next twelve months, the child will be counted as a family member.

2.6. Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. An employed head absent from the unit for more than 180 consecutive days due to employment will continue to be considered a family member.

2.7. Co-Head

The co-head of the household is any adult individual designated by the household, who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent. An employed co-head absent from the unit for more than 180 consecutive days due to employment will continue to be considered a family member.

2.8. Live-in Attendants

A Family may include a live-in aide provided that such live-in aide:

- Is determined by TGHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).

The following distinct provisions apply to a live-in aide:

- Income of the live-in aide will not be counted for purposes of determining eligibility or amount of housing assistance.
- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides are not considered as a remaining member of the participant family and are therefore not entitled to any continued housing assistance if the household member they were aiding no longer participates in the program.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live in Aide may only reside in the unit with the approval of TGHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member as described above. Verification must include the hours the care will be provided. Within 10 business days from receipt of all verification information, TGHA will notify the household of its decision to approve/disapprove the live-in aide.

At any time, TGHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to TGHA or to another TGHA in connection with Section 8 or Section 9 assistance under the 1937 Act.

TGHA will provide one additional bedroom for the Live in Aide. No additional bedrooms will be provided for any family members of the Live in Aide. TGHA will transfer the resident to the next available unit of appropriate size after approval of the Live in Aide.

2.9. Foster Children and Foster Adults

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption of foster care agency, yet is cared for by foster parents in their own homes under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in overcrowding. The family may request a transfer to a larger unit upon confirmation of legal custody of a foster child or foster adult.

Foster children and foster adults living with an applicant or assisted family are household members but are not family members. The income of foster children/adults is not counted as in annual income and foster children/ adults do not qualify for dependent deductions.

2.10. Absent Family Members

An individual who is or is expected to be absent from the public housing unit for less than 180 consecutive days is considered temporarily absent and continues to be considered a family member.

An individual who is or is expected to be absent for 180 days or more is considered permanently absent and no longer a family member. Family member under the following circumstances may still be considered members of the household even if absent for more than 180 days if the family provides verification that the family member is likely to return within the next twelve months.

- A family member who is away at school
- A child placed in foster care
- An employed head or co-head
- Family members confined to an nursing home or institution for medical reasons

2.11. Guests

A guest is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to consent. A guest can remain in the public housing unit no longer than 30 consecutive days or a total of 90 cumulative calendar days during any 12 month period.

2.12. Split Households Prior to Admission

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, TGHA will determine the family unit that retains the children as the applicant family. If there are no children, TGHA will require the applicants to jointly agree to the continued applicant or solicit a court decision.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide appropriate documentation, they will be denied continued placement on the waiting list for failure to supply information requested by TGHA.

2.13. Multi-generational Families

Families applying for assistance, which consist of two or more generations living together, (such as a mother, and a daughter with her own children), will be treated as a single family unit and will be entitled to only one housing unit. Transfer requests to “split” a multi-generational family will not be considered; each generation must apply to the waiting list to secure a separate unit.

2.14. Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. “51% of the time” is defined as 183 days of the year, which do not have to run consecutively. Legal documentation must be provided for families who claim joint custody or temporary guardianship.

2.15. Income Limitations

The following income restriction provisions apply to applicants for admission to the Public Housing Program:

- An applicant must be a very low-income family, which is defined as a family whose annual income does not exceed 80% of the area median income.
- To determine if the family is income-eligible, TGHA will compare the Annual Income of the family to the applicable income limit for the family’s size.
- Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.
- 40% of all newly admitted applicants must fall within the Extremely Low Income (ELI) limit pursuant to the HUD established income guidelines. ELI families are defined as families whose incomes do not exceed the higher of the Federal poverty level or 30% of Area Median Income.

2.16. Mandatory Social Security Numbers

Families are required to provide verification of Social Security Numbers for all family members prior to admission, if the Social Security Administration has issued them a number. This requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number. Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

2.17. Citizenship/Eligible Immigration Status

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. The status of each member of the family is considered individually before the family’s status is defined as follows:

- **Mixed Families** – A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called “mixed.” Assistance to such applicant families will be prorated and applicants will be notified accordingly.
- **All members Ineligible** – Applicant families that include no eligible members are not eligible for assistance. Such families will be denied admission.
- **Non-citizen students** – Defined by HUD in the non-citizen regulations and not eligible for assistance.

Applicants are entitled to a hearing for denial of placement on the waiting list or denial of assistance if such denial is based on the immigration status criteria described above.

2.18. Other Criteria for Admissions

TGHA will apply the following additional criteria for admission to the program. Violation of any of the following will result in denial of admission.

- The family must not have been evicted from previous residency in public housing.
- The family must not been terminated from a previous participation in the HCV program.
- No family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family must pay any outstanding debt owed to TGHA or another PHA in connection with HCV or public housing assistance under the 1937 Act within 30 working days of TGHA notice to repay.
- No member of the family has a documented record of drug related or violent criminal activity within five years prior to final eligibility determination.
- No family member may have engaged in or threatened abusive or violent behavior toward HA personnel for five years prior to final eligibility determination.

Persons evicted from other federally assisted housing because of an arrest and/or conviction for drug-related criminal activity are ineligible for admission to Public Housing program for a five year period beginning on the date of such eviction. After the five-year period, the person must certify they are no longer engaging in a drug-related criminal activity and demonstrate successful completion of a rehabilitation program approved by TGHA.

The applicant may not misrepresent the information on which eligibility or tenant rent is established. In addition to denial of admission, TGHA will refer the family file/record to the proper authorities for appropriate disposition.

2.19. Tenant Screening [24 CFR 982.307]

TGHA will conduct a criminal background and credit screening of all applicants to determine suitability as a tenant. Screening criteria shall include, but is not limited to the following:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;

- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

2.20. Changes in Eligibility Prior to Effective Date of the Dwelling Lease

If TGHA has approved an applicant for admission to the Public Housing Program but has not yet executed a dwelling lease and TGHA is provided with or secures additional information not previously known that would have impact the family's eligibility for admission to the public housing program, TGHA may deny admission at that time and not proceed with execution of a dwelling lease.

2.21. Ineligible Families

Families who are determined to be ineligible will be notified in writing of the reason for this determination and given an opportunity to request an informal review (or an informal hearing if they were denied due to non-citizen status) as discussed further in this ACOP.

SECTION 3 APPLYING FOR ADMISSION

3.1. General

The policy of TGHA is to ensure that all families who express an interest in housing are given an equal opportunity to apply, and are treated in a fair and consistent manner.

This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but TGHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be pulled from the waiting list in accordance with this ACOP.

3.2. Opening and Closing the Waiting List

The Greenville Housing Authority will maintain site specific waiting lists and will open waiting lists at periodic intervals as determined based on need to assure that an adequate pool of applications is available to maintain full occupancy of public housing units.

When TGHA determines that the waiting list should be opened, a notice will be published in a local newspaper of general circulation. The notice will provide information on where and when families may apply for the program.

TGHA may open the waiting list for a specific time period, may choose to accept applications on certain days and times, may choose to accept applications for specific bedroom sizes or specific public housing communities. The public notice will specify the time period and the methodology in which applications will be accepted and identify the closure date for acceptance of applications.

3.3. Family Outreach

The Greenville Housing Authority will monitor the characteristics of the population being served and the characteristics of the population as a whole in TGHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

3.4. Preferences

TGHA will not utilize any preferences for placement on the public housing waiting list. All pre-applications received will be placed on the requested waiting list based on date and time received. Applicants may apply for any public housing property at any time that TGHA is accepting applications for the property.

3.5. Application Process

The application process will consist of a two-step process: the pre-application and the formal application. The pre-application will be accepted only electronically on-line via the internet. The electronic pre-application will request only information needed for placement on the waiting list. Applicants will be placed on the waiting list based solely on the information provided in the pre-application form.

3.6. Reporting Changes While On Waiting List

Applicants are required to inform TGHA in writing of changes in contact information, including current residence, mailing and e-mail address and phone number. Applicants are also required to respond to requests from TGHA to update information on their application and to determine their continued interest in housing.

3.7. Purging the Waiting List

The waiting list may be updated periodically to ensure that all applicants and applicant information is current and timely. TGHA will provide instructions to applicants on the process to update their application. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in being removed from the wait list.

The family's response must be in writing and must comply with the timeframes and other requirements set forth in the update request. If the family fails to respond within the timeframe allotted, the applicant will be removed from the waiting list and will not be reinstated. If TGHA is unable to reach an applicant due to lack of current contact information, the applicant will also be removed from the waiting list and will not be reinstated.

If an applicant is removed from the waiting list for failure to respond or non-response to an update request, but the applicant is able to demonstrate that it was due to TGHA's error, circumstances beyond the control of the applicant, or was unable to respond due to a family members disability, the applicant will be reinstated and resume their original place on the waiting list.

3.8. Selection from the Waiting List

Families will be selected from the waiting list in order based on date and time of application and bedroom size of available units. TGHA will mail an eligibility packet to the selected families with a checklist of items to be submitted and a deadline for submission. One "missing document" letter will be provided for incomplete eligibility packets. The missing document letter will advise of the items needed to complete the eligibility determination and the timeframe for submission of missing documents.

Failure to return the eligibility packet or requested missing documents within the stated time frame will result in withdrawal from all waiting lists to which the applicant applied.

3.9. Release of Information and Verification

Information provided by the applicant will be verified, using the verification procedures found further in this ACOP. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified.

All adult members must sign the HUD Form 9886, Release of Information; the declarations and consents related to citizenship/immigration status; and any other documents required by TGHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to sign any consent forms will be cause for denial of the application for failure to provide necessary certifications and release as required by TGHA.

3.10. Completing the Application Process

After the verification process is completed, TGHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by TGHA, and the current eligibility criteria in effect. If the family is determined to be eligible, TGHA will place the completed application in the eligibility pool at the property with the highest number of vacancies to which the applicant applied.

If TGHA determines that the family is not eligible, TGHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal review.

SECTION 4 TENANT SELECTION AND ASSIGNMENT PLAN

4.1. General

This Chapter defines the policies that govern the manner in which tenants will be selected for occupancy of public housing units. The Greenville Housing Authority will utilize a site based tenant selection and assignment plan. Under this plan, each applicant may select one or more specific communities and/or may indicate acceptance for the first available unit.

TGHA will make offers of housing in accordance with the policies set forth below, regardless of actual or perceived sexual orientation, gender identity, or marital status.

4.2. Eligibility Pool

TGHA will maintain a pool of completed applications which have been approved for final eligibility for each bedroom size at each public housing community. The size of the eligibility pool will be based on the average anticipated turnover for each unit size during the past twelve months. Applicants will be placed in order in the eligibility pool based on the date in which TGHA issued the letter of final eligibility. If there are units immediately available for occupancy, TGHA may skip the notice of final eligibility and go directly to an offer of unit.

4.3. Offers of Housing

Accessible Units – Accessible units will first be offered to applicants with disabilities for which the accessible unit was designed prior to any other applicant regardless of date of application or date of final eligibility.

Order of Offer – When an applicant’s name reaches the top of the eligibility pool and a unit becomes available, they will be made an offer of housing. If units are immediately available for occupancy, the first applicant for which a final eligibility determination could be completed will be offered the unit first, regardless of date of original application.

Method of Offer – Offers of units will be communicated by the most rapid method available including e-mail, cell phone, text or if none of these methods are possible, regular mail. Offers will be made via the method of communication designated by the applicant when reasonable accommodation is needed for a disability.

Offers made by phone or text will be confirmed by letter to the applicant. If the only method to contact the applicant is by mail, the applicant will have five days from the date of the letter to respond. Applicants who do not respond to this notice within 5 working days will be considered “non-responsive” and withdrawn from all waiting lists

If more than one unit of the appropriate size and type is available the first unit ready for occupancy will be offered to the applicant.

Rejection of Offer – If an applicant declines the first offer of housing (without “good cause”) their name will be placed on the bottom of the eligibility pool for that bedroom size.

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer or if acceptance of the offer of a suitable vacancy will result in undue hardship, applicant will retain their place in the eligibility pool.

The applicant must be able to document that the hardship claimed is “good cause” for refusing an offer of housing, and “good cause” must be verified to TGHA’s satisfaction.

Examples of good cause reasons for the refusal of an offer of housing, include, but are not limited to the following. TGHA recognizes that other causes may not be listed here below but taken into consideration:

- Inaccessibility to source of employment, education, or job training that would require an adult household member to quit a job, drop out of an educational institution, or job training program. Or inaccessibility to children’s day care or educational program that would take a child out of day care or an educational program;
- The family demonstrates to TGHA’s satisfaction that accepting the offer will place a family member’s life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency or a threat assessment that verifies danger from criminal activity. Reasons offered must be specific to the family. Refusals due to location alone are not good cause;
- 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.

Examples of good cause related to an applicant’s willingness to accept an offer but inability to move at the time of the offer include:

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The family head, spouse or sole member is serving on an impaneled jury.

If an applicant declines the second offer of housing (without “good cause”) their name will be removed from all waiting lists.

TGHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

Denial of Admission – Applicants who are not accepted for admission to Public Housing shall be entitled to request a review provided that such review is requested in writing within 10 business days from the date of notification by TGHA of the decision to deny admission.

4.4. Priority of Unit Assignment

Units available for occupancy will be assigned in the following order:

Emergency Transfers – Transfers of existing residents within the same site requiring emergency transfers as defined further in this policy, will be offered available units prior to all other transfers or applicants.

Mandatory Transfers – Transfers of existing residents requiring mandatory transfers due to changes in family composition that have resulted in the family being under-housed or over-housed will be offered available units prior to applicants or other existing residents.

New Admissions – Applicants from the waiting list will be offered available units in the manner described above.

Voluntary Transfers – TGHA will only consider a voluntary transfer if it will allow the family to secure new or improved employment opportunities.

4.5. Unit Size Guidelines

In selecting an applicant for a unit, TGHA will match the characteristics of the family with the type of unit available. Applicant households will be matched to units according to family size and general occupancy standards with discretion permitted to accommodate family circumstances and family choice. TGHA’s unit size standards have been designed to assist as many families as possible without overcrowding the units and to make every effort to minimize vacancies. TGHA will require applicants to declare a sex in order to determine the number of bedrooms for which a household may be eligible based on the guidelines below.

TGHA has established guidelines for determining the bedroom size assigned to applicant households based on the following criteria:

- a) Generally, two persons shall be assigned to each bedroom.
- b) Head and Co-Head shall share a bedroom;
- c) Children of the same sex shall share a bedroom regardless of age;
- d) Children of opposite sex, with the exception of infants and toddlers under age 5, shall not share a bedroom.
- e) Children, with the exception of unborn children and infants under two years of age, shall not share a bedroom with parents;
- f) Individuals of different generations will not be required to share a bedroom (grandmother; mother; daughter would all qualify for a bedroom)
- g) Live-in aides (as defined by federal regulations) shall not share a bedroom except with their family members, if applicable.

The following table shall serve as the guide in determining bedroom size for applicants and existing residents.

Public Housing Unit Assignment Guidelines		
Unit Size	Minimum Per Unit	Maximum Per Unit
2	2	6
3	3	8
4	4	10

Exceptions to Unit Size Guidelines – The following will not be considered for an exception to the unit size guidelines, except as a reasonable accommodation for a person with disabilities.

- 1) Two children of the same sex, regardless of age, will be required to occupy the same bedroom.
- 2) An unborn child will be counted as a person in determining unit size. A single pregnant woman shall be assigned to a one bedroom unit, based on the general criteria of infants sharing with a parent.
- 3) Children who are temporarily away from the home because of placement in foster care, kinship care or away at school will be considered in bedroom size.
- 4) An elderly or disabled person may receive a unit with two bedrooms when assisted by a live-in aide or for purposes of reasonable accommodation.
- 5) A single person will not be provided a housing unit with two or more bedrooms.
- 6) A remaining family member may occupy a unit with two or more bedrooms until annual re-certification at which time the remaining family member is subject to the unit size standards and will be housed according to the appropriate bedroom size.

The following exception to the unit size guidelines may be allowed at the request of the family. A family may ask for any of the modification listed below for purposes of more appropriately matching a unit to their circumstances (especially when doing so will expedite housing). Any requests by the family must be in writing and will be documented in their applicant/housing file. TGHA staff will assist with the written request as needed.

- 1) Persons of different generations (parent, child, and grandparent) or opposite sex (other than husband and wife) may occupy the same bedroom.
- 2) Two children of the opposite sex, regardless of age, may share a bedroom
- 3) A single head of household parent may choose to share a bedroom with his/her children.

Under these unit standards, applicant households may be eligible for more than one bedroom size. In such instances, the family may wait for both bedroom sizes. For example: A mother with an infant chooses a one bedroom unit over a two bedroom unit to be housed quicker.

At any time while on the waiting list, an applicant may remove their request to modify occupancy standards to be housed in a smaller unit. This action will not be considered a refusal of housing.

4.6. Accessible Units

When an accessible unit becomes vacant, TGHA shall offer such unit in the order below:

- 1) To a current resident having disabilities that require the accessible features of the vacant unit and who are currently occupying a unit without such features;
- 2) To an applicant on the waiting list having a disability requiring the accessibility features of the vacant unit;
- 3) To an applicant not having disabilities that require the accessible features of the unit; provided the applicant must agree to move to a non-accessible unit if TGHA identifies a family in need of the accessible unit.

4.7. Extended Vacancy

TGHA may house a family regardless of size in any unit which has remained vacant for a period of more than 60 days if there are no applicants on the waiting list, provided the unit is not otherwise overcrowded pursuant to local building codes. However, the family will be required to transfer in accordance with the transfer policy described in this ACOP when an appropriate size household is approved for the unit.

SECTION 5 VERIFICATION PROCEDURES

5.1. General

All factors affecting eligibility for the Public Housing Program and calculation of total tenant payment and tenant rent will be verified by TGHA. Applicants and program participants must provide true and complete information upon request by TGHA. Verification requirements are designed to maintain program integrity.

This Chapter explains the procedures and standards for verification of income, assets, allowable deductions, family status, and changes in family composition. TGHA will obtain proper authorization from the family before requesting information from independent sources.

5.2. SSN Documentation:

Applicants and participants (including each member of the household) are required to provide documentation of each disclosed Social Security Number. Acceptable evidence of the SSN consists of:

- An original SSN card issued by SSA;
- An original SSA-issued document, which contains the name and SSN of the individual; or
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

Rejection of Documentation – TGHA may reject documentation of the SSN provided by the applicant or participant for only the following reasons:

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

TGHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the PHA within 10 business days.

Verification of the SSN – TGHA will verify each disclosed SSN by:

- Obtaining the documentation listed above from applicants and participants (including each member of the household);
- Making a copy of the original documentation submitted, returning it to the individual, and retaining the copy in the file folder until verified by the HUD EIV system; and
- Recording the SSN on line 3n of the form HUD-50058, and transmitting the form HUD-50058 to HUD within 30 calendar days of completing the form, to enable HUD to initiate its computer matching efforts. **Note: not applicable to applicants.**

HUD, via its computer matching program with the SSA, will validate the SSN (along with the individual's name and date of birth) against the SSA's database. EIV will report the status of the identity verification process as **Verified**, **Failed**, **Not Verified**, or **Deceased** on the household **Summary Report**. Below is a summary of the action TGHA will take for each identity verification status.

- **Verified.** If the information matches the SSA database, the individual's identity verification status will be **Verified**. No further action is required.
- **Failed.** If the information does not match the SSA database, the identity verification status will be **Failed**. Individuals whose identity verification status is failed will be required to provide TGHA with additional information and verification documents as requested and necessary to determine correct identification.
- **Not Verified.** If an individual's identity verification status is **Not Verified** this means that HUD has not yet sent the tenant's personal identifiers to SSA for validation. No further action is required.
- **Deceased.** If an individual's identity verification status is **Deceased** this means that SSA's records indicate the person is deceased. TGHA will confirm the death with the family's head of household or listed emergency contact person.

Once the individual's verification status is classified as **verified**, TGHA will remove and destroy, by no later than the next annual reexamination of family income or composition, the copy of the documentation provided and retain only the verification documentation from the EIV report.

Individuals without an assigned SSN – Citizens and lawfully present noncitizens, who state that they have not been assigned a SSN by the SSA, must make such declaration in writing and under penalties of perjury to TGHA. This declaration will be maintained in the tenant file.

An alternate ID will be assigned to those individuals who do not have or unable to disclose a SSN. Once an individual discloses a SSN, TGHA will delete the ALT ID and secure a verified status of the SSN provided.

5.3. The Enterprise Income Verification (EIV) System

The EIV system is a web-based application which provides TGHA with employment, wage, unemployment compensation and social security benefit information for participants of the Public Housing Program. Information in EIV is derived from computer matching programs between HUD, Social Security Administration (SSA), Department of Labor (DOL), and the Department of Health and Human Services (HHS).

EIV is classified by HUD as upfront income verification (UIV) technique and is considered by HUD as an automated third party written verification.

5.4. Verification of Social Security Income

Income from Social Security will be verified for applicants with a SSA benefit verification letter (dated within the last 60 days of the PHA request date for information) provided by the family. Income from Social Security will be verified for participants with an **EIV Income Report** which displays the current social security benefit amount.

5.5. The Verification Hierarchy

TGHA is required by HUD to access the EIV system and obtain an Income Report for each assisted household. TGHA is required to maintain the EIV report in the participant file along with the HUD 50058 form and other supporting documentation to support income and rent determinations.

If the EIV income report does not contain any employment and income information for the family, TGHA will secure necessary information in the order of the hierarchy listed below.

LEVEL	VERIFICATION TECHNIQUE	RANKING
6	Upfront income verification (UIV) using HUD's EIV system.	Highest (Mandatory)
5	Upfront income verification (UIV) using non-HUD system.	Highest (Optional)
4	Written third party verification (authentic document generated by a third party source but supplied by the participant)	High (Mandatory to supplement EIV reports when EIV has no data. (Mandatory for non-EIV income sources and when participants dispute EIV information)
3	Written third party verification form	Medium-Low (Mandatory if third party verification is not available or is rejected by TGHA; and when participant/applicant is unable to provide acceptable documents.
2	Oral third party verification	Low (Mandatory only when no third party verification is available)
1	Tenant Declaration	Very Low (use as a last resort when unable to obtain any type of third party verification.

All verifications regardless of level must be dated within 60 days prior to the request of TGHA to provide the documents. Level four verification documents that serve to verify income amounts must include a minimum of two consecutive payments applicable to the income amount.

TGHA will provide applicants and participants with a maximum of 10 business days to respond to requests for level four documents. Failure to provide documents within this period will result in proposed lease termination or removal from the waiting list.

TGHA will allow 10 business days for return of level three documents before going to the next level identified above. The file will be documented as to why third party verification was not used.

5.6. Release of Information

All adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886. Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance based on violation of the family obligation to supply any information and to sign consent forms.

5.7. Income Discrepancy Reports

At least quarterly, TGHA will analyze the Income Discrepancy Report from the HUD EIV system. TGHA will send a letter within 10 business days from the end of each quarter to schedule a meeting with participants identified in EIV with an income discrepancy. The income discrepancy will be explained to the family as well as the family's obligations to resolve and/or dispute the discrepancy.

If the family disputes the discrepancy, they are responsible for contacting the reporting employer to secure documentation that will support their dispute. If the family claims that the discrepancy is the result of stolen identify, the family is responsible for providing TGHA with legal documentation that will support their claim of stolen identify.

If the family does not dispute the claim, TGHA will proceed to terminate the family's lease in accordance with the lease termination provisions outlined in this ACOP.

5.8. Items to Be Verified

The following information must be verified to determine initial program eligibility, to calculate total tenant payment, tenant rent and housing assistance and at each annual re-certification of income.

- Household composition and relation of household members.
- All income not specifically excluded by the regulations.
- Full-time student status including High School students who are 18 or over.
- Assets of \$5,000 or more in value, including assets disposed of for less than fair market value in preceding two years.
- Childcare expense where it allows an adult family member to be employed or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.
- Disability for determination of allowances or deductions.
- U.S. citizenship/eligible immigrant status
- Social Security Numbers for all family members who have been issued a social security number.
- Familial/Marital status when needed for head or co-head definition.
- Verification of Reduction in Benefits for Noncompliance

5.9. Verification of Non-EIV Sources

Verification of information not included on the EIV report or of non EIV sources includes the following:

- **Unemployment Compensation** – Additional methods of verification include: SWICA statements; verification form completed by the unemployment compensation agency; computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts; payment stubs.
- **Welfare Payments or General Assistance** – Alternate methods of verification include: on-line statements from State Welfare systems; verification form completed by payment provider; written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months; computer-generated Notice of Action; computer-generated list of recipients from Welfare Department.
- **Alimony or Child Support Payments** – Alternate methods of verification include: on-line statements from Child Support agencies; copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules; a notarized letter from the person paying the support; copy of latest check and/or payment stubs from Court Trustee.

If payments are irregular, the family must provide: a copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules; a statement from the agency responsible for enforcing payments to show that the family has filed for enforcement; a notarized affidavit from the family indicating the amount(s) received; a written statement from an attorney certifying that a collection or enforcement action has been filed.

- **Net Income from a Business** – In order to verify the net income from a business, TGHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification include: IRS Form 1040, including: Schedule C (Small Business); Schedule E (Rental Property Income); Schedule F (Farm Income); if accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules; audited or unaudited financial statement(s) of the business; credit report or loan application; Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- **Recurring Contributions** – The family must furnish a notarized statement which contains the following information: the person who provides the contributions; the value of the contributions; the regularity (dates) of the contributions; and, the purpose of the contributions.

- **Zero Income Status** – Families claiming to have no income will be required to complete a “survival statement”. If the family continues to claim zero income, they will be required to complete a “survival statement” every 90 days. TGHA will also secure a credit report for all families claiming zero income to determine if the family has an unreported income source.
- **Full-time Student Status** – Verification of full time student status includes: written verification from the registrar’s office or other school official; school records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.
- **Savings Account Interest Income and Dividends** – Acceptable methods of verification include: account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution and broker’s statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker’s verification; IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.
- **Interest Income from Mortgages or Similar Arrangements** – Acceptable methods of verification include: a letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.); amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.
- **Net Rental Income from Property Owned by Family** – Acceptable methods of verification include: IRS Form 1040 with Schedule E (Rental Income); copies of latest rent receipts, leases, or other documentation of rent amounts; documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; lessee’s written statement verifying rent payments to the family and family’s self-certification as to net income realized.
- **Family Assets** – TGHA will require information necessary to determine the current cash value of the family’s assets of \$5,000 or more, (the net amount the family would receive if the asset were converted to cash). Acceptable verification may include any of the following: verification forms, letters, or documents from a financial institution or broker; passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker; quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate; real estate tax statements if the approximate current market value can be deduced from assessment; financial statements for business assets; copies of closing documents showing the selling price and the distribution of the sales proceeds; appraisals of personal property held as an investment.

- **Assets Disposed of for Less than Fair Market Value (FMV)** – For all certifications and re-certifications, TGHA will obtain the family’s certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification. If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.
- **Child Care Expenses** – Written notarized verification from the person who receives the payments is required. Verifications must specify the child care provider’s name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. TGHA will also request verification as to whether the certifying individual is a licensed childcare provider and advise the provider that such income may be reported to other sources including the IRS.
- **Medical Expenses** – All expense claims will be verified by one or more of the methods: written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family; written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months.
- **Assistance to Persons with Disabilities** – Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed. Family’s certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.
 - **Attendant Care:** Attendant’s written certification of amount received from the family, frequency of receipt, and hours of care provided. Certification of family and attendant and/or copies of canceled checks family used to make payments.
 - **Auxiliary Apparatus:** Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment is needed.

5.10. Verifying Non-Financial Factors

TGHA will require applicants to furnish verification of legal identity for all family members. The following documents will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required: certificate of birth, naturalization papers; church issued baptismal certificate; U.S. military discharge (DD 214); US Passport; State Driver's License or other Government issued identification document.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following: certificate of birth; adoption papers; custody agreements; school registration/verification documents; and any form of Government issued identification.

5.11. Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer. Verification of a separation may be a copy of court-ordered maintenance or other legal records. Verification of marriage status is a marriage certificate.

5.12. Verification of Permanent Absence of Family Member

If the family reports an adult member who was formerly a member of the household permanently absent, the following information must be presented as verification prior to removing any household member from the assisted household: legal evidence of divorce action; evidence of legal separation; order of protection/restraining order obtained by one family member against another; lease or rental agreement showing the individual listed as the member of another household; a document from a Court or correctional facility stating how long they will be incarcerated. TGHA will verify with the U.S. Postal service to determine if there has been a change of address entered for the adult person reported as permanently absent.

5.13. Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

SECTION 6 CALCULATION OF RENT

6.1. General

TGHA will use the methods set forth in this ACOP to verify and determine that family income at admission and at annual re-certification is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with HUD regulations and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. TGHA's policies in this Chapter address those areas, which allow TGHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

6.2. Income and Allowances

The following definitions shall be applied when calculating total tenant payment, tenant rent and housing assistance payments:

- **Income:** Includes monetary and non-monetary amounts received by members of the household on a regular basis. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income, which is not specifically excluded in the regulations, is counted.
- **Annual Income:** Defined as the gross amount of income received by the family for the most recent 12 months of income information available in EIV preceding certification or re-certification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income, which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.
- **Adjusted Income:** Defined as the Annual income minus any HUD allowable expenses and deductions.
- **Allowable deductions:** HUD defines the allowable deductions as those listed below.
 - **Dependent Allowance:** \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
 - **Elderly/Disabled Allowance:** \$400 per family for families whose head or spouse is 62 or over or disabled.
 - **Allowable Medical Expenses:** Deducted for all family members of an eligible elderly/disabled family.

- **Child Care Expenses:** Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment. Cannot exceed the amount of earned income and must be reasonable based on comparative costs in the community.
- **Disability Assistance Expenses:** Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

6.3. Disallowance of Earned Income from Rent Determinations for Persons with Disabilities

The annual income for qualified disabled families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A disabled family qualified for the earned income exclusion is a disabled family that is receiving tenant-based rental assistance under the Public Housing Program; and

- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500.

The HUD definition of “previously unemployed” includes a person with disabilities who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

Exclusions of Income shall be calculated as follows:

- **Initial Twelve-Month Exclusion** – During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, TGHA will exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member.
- **Second Twelve-Month Exclusion and Phase-in** – During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, TGHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over income of that family member prior to the beginning of such employment.
- **Maximum Four Year Disallowance** – The earned income disallowance is limited to a lifetime 48-month period for each family member who is a person with disabilities. For each family member who is a person with disabilities, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of Phase-in exclusion during the 48-month period starting from the date of the initial exclusion. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month Phase-in exclusion). No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.
- **Applicability to Child Care and Disability Assistance Expense Deductions** – The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for disabled families entitled to the earned income disallowance, the amounts of the full and Phase-in exclusions from income shall not be used in determining the cap for child care and disability assistance expense deductions.
- **Tracking System** – TGHA will maintain a tracking system to ensure correct application of the earned income disallowance.

6.4. Minimum Rent

Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied. The established minimum rent for all vouchers holders is \$50.00

A family may request an exception to the minimum rent based on financial hardship, which is defined as follows:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local financial assistance;
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including: loss of employment; death in the family; and, other circumstances as determined by TGHA or HUD.

TGHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. This notification will be included in the change of rent notice issued by TGHA at each re-certification of income. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly-adjusted income, 10% of monthly income or minimum rent.

Requests for minimum rent exception must be made in writing within 10 business days from the date of notification of rent and must include documentation as proof of financial hardship. TGHA will use its standard verification procedures to verify circumstances, which have resulted in financial hardship.

Suspension of Minimum Rent – TGHA will grant the minimum rent exception to all families who request it, effective the first of the following month. The minimum rent will be suspended until TGHA determines whether the hardship is: covered by statute; temporary or long term.

"Suspension" means that TGHA must not use the minimum rent calculation until TGHA made this decision. During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If TGHA determines that the minimum rent is not covered by statute, TGHA will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary and long term is defined as follows:

- **Temporary Hardship** – If TGHA determines that the hardship is temporary; a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

- **Long-Term Duration Hardships** – If it is determined that there is a qualifying long-term financial hardship; TGHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family’s request for exemption.

6.5. Definition of Temporarily/Permanently Absent

It is the responsibility of the head of household to report changes in family composition. TGHA will evaluate absences from the unit using this policy.

TGHA will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, TGHA will count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

- **Temporarily Absent:** Defined as away from the unit for more than 30 days but less than 180 days.
- **Permanently Absent:** Defined as away from the unit for 180 consecutive days except as otherwise provided in this Chapter.
- **Medical Absence:** Defined as any family member that leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center. The family will be required to provide verification from a reliable medical source as to the likelihood and timing of return. If the verification indicates that the family member will be permanently confined to a facility, the family member will be considered permanently absent. If the verification indicates that the family member may return in less than 180 consecutive days, the family member will not be considered permanently absent. If the person who is determined to be permanently absent is the sole member of the household, the lease agreement will be terminated.
- **Absence Due to Full-time Student Status:** A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family’s choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.
- **Absence Due to Incarceration:** If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for three (3) consecutive months.

- **Absence of Children Due to Placement in Foster Care:** If the family includes a child or children temporarily absent from the home due to placement in foster care, TGHA will determine from the appropriate agency when the child/children will be returned to the home.
 - If the time period is to be greater than six (6) months from the date of removal of the child/ren, the family will be processed for a mandatory transfer to the next available correct unit size.

- **Absence of Entire Family:** Defined as situations when the family is absent from the unit, but has not moved out of the unit. “Absence” means that no family member is residing in the unit. In order to determine if the family is absent from the unit, TGHA may write letters to the family at the unit, telephone the family at the unit, interview neighbors, verify if utilities are in service, and check with the post office. Families are required both to notify TGHA before they move out of a unit and to give TGHA information about any family absence from the unit.
 - Families must notify TGHA at least 30 calendar days before moving out of the unit or no less than 15 days after leaving the unit if they are going to be absent from the unit for more than 30 consecutive days.
 - If the family is absent from the unit for more than 30 consecutive days without notification to TGHA, the unit will be considered abandoned and TGHA will post notification on the unit in accordance with the applicable South Carolina state laws.
 - In cases where it is obvious that the family has moved out of the unit (all belongings have been removed from the unit), TGHA will take possession of the unit.

- **Caretaker for Children:** Defined as a person placed in a public housing unit by an appropriate certified service agency that is acting as the legal guardian for children on the lease agreement. The following criteria will apply to these situations.
 - If an appropriate agency has determined that another adult is to be brought into the public housing unit to care for the children for an indefinite period, TGHA will treat that adult as a visitor for the first 120 days.
 - If by the end of 120 days, court-awarded custody or legal guardianship has been awarded to the caretaker, the Lease will be transferred to the caretaker.
 - If the appropriate agency cannot confirm the guardianship status of the caretaker, TGHA will transfer the lease to the caretaker on a temporary basis with the condition that the caretaker must release the lease if the original parent(s) are awarded custody at a later date.

- **Absence Due to Court Order:** If a member of the household is subject to a court order that restricts him/her from the home for more than three (3) months, the person will be considered permanently absent.

6.6. Visitors

Any adult not included on the HUD 50058 who has been in the unit more than thirty (30) consecutive days without TGHA approval, or a total of ninety (90) days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Statements from neighbors will be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. TGHA may request lease agreements, utility bills or other such documentation identifying an address other than the public housing unit as the permanent residence of the individual in question. In the absence of such proof, the individual will be considered an unauthorized member of the household and TGHA will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 120 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 51 days per year, the minor will be considered to be an eligible visitor and not a family member.

6.7. Reporting Changes in Family Composition

Reporting changes in household composition is a basic lease obligation under the lease agreement between TGHA and the public housing resident. The lease obligations require approval to add any other family member as an occupant of the unit and to inform TGHA of the birth, adoption or court-awarded custody of a child within 15 calendar days of occurrence.

The family must request prior approval from TGHA of additional household members in writing. In addition, the family must comply with the terms of their lease agreement with TGHA which require the family to obtain prior written approval from TGHA when there are changes in family composition other than birth. An interim reexamination will be conducted for any additions to the household.

If the family does not obtain prior written approval, any person the family has permitted to move in will be considered an unauthorized household member.

6.8. Averaging Income

When Annual Income cannot be determined for a full twelve months or the household has seasonal income, TGHA will average known sources of income that vary to compute an annual income. Therefore, an interim re-certification will not be completed when circumstances change.

6.9. Minimum Income

There is no minimum income requirement for participation in the Public Housing Program. However, families that claim no income will be required to complete a zero income survival statement. A new zero income survival statement shall be required to be completed by the family every 90 days for the period(s) during which the family continues to claim zero income. Regular contributions and gifts will be considered as income, including payment of utilities or any other bills by any other individual or organization.

If the family's expenses exceed their known income, TGHA will make inquiry of the head of household as to the nature of the family's accessible resources and will use all available resources to determine if the family has unreported income.

6.10. Income of Person Permanently Confined To Nursing Home

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, TGHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

- The income of the family member confined will be included and corresponding out of pocket medical expenses will be deducted; or,
- The income of the family member confined will not be included and corresponding out of pocket medical expenses will not be deducted.

6.11. Regular Contributions and Gifts

Regular contributions and gifts to the household are counted as income for calculation of the Total Tenant Payment and Tenant Rent. Any contribution or gift received more than one time in an annual period will be considered regular unless such amount is less than \$10 on an annual basis. This includes utility and rent payments made on behalf of the family by an outside source and any other cash or non-cash contributions.

6.12. Alimony and Child Support

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, TGHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of such is provided as follows:

- Verification from the agency responsible for enforcement or collection;
- Documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or collection action filed through an attorney.

6.13. Lump-Sum Receipts

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Deferred periodic payments, which have accumulated due to a dispute, are also counted as income.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, TGHA will use a calculation method, which calculates retroactively or prospectively, depending on the circumstances.

- **Prospective Calculation Methodology:** If the payment is reported on a timely basis, (as required under interim reporting requirements) the calculation will be done prospectively and will result in an interim adjustment calculated as follows: the entire lump-sum payment will be added to the annual income at the time of the interim and total tenant payment and tenant rent will be calculated accordingly.
- **Retroactive Calculation Methodology:** If the payment is not reported on a timely basis, TGHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer and determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due to TGHA. The family will then be required to pay this amount to TGHA in full from the lump sum proceeds. Failure to make payment will result in termination of assistance.
- **Attorney Fees:** The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but are included as assets. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset.

6.14. Contributions to Retirement Funds

While an individual is employed, contributions to company retirement/pension funds count as assets if the family can access the funds without retiring or terminating employment. After retirement or termination of employment, any amount the employee elects to receive as a lump sum is counted as a lump sum payment as described above.

6.15. Assets Disposed Of For Less Than Fair Market Value

TGHA will count assets of \$5,000 or more disposed of for less than fair market value during the two years preceding certification or reexamination by including the difference between the market value and the actual payment received when calculating total assets if the fair market value of such assets is greater than \$1,000.

Assets disposed of as a result of foreclosure or bankruptcy will not be considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation will also not be considered assets disposed of for less than fair market value.

6.16. Child Care Expenses

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment. However, childcare expenses will not be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare.

Examples of adult household members who would be considered unable to care for a child include the abuser in a documented child abuse situation or a person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

A childcare deduction will only be provided based on the following guidelines:

- **Childcare to Work:** The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.
- **Childcare for School:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.
- **Amount of Expense:** TGHA will survey the local care providers in the community and collect data to serve as a guideline. If the hourly rate materially exceeds the guideline, TGHA will calculate the allowance using the guideline.
- **Reimbursement:** Childcare expense cannot be reimbursable from any other source. If a divorce decree provides for joint payment of childcare, expenses will be prorated accordingly unless the public housing resident provides adequate documentation as described previously.

6.17. Medical Expenses

Elderly and disabled households are entitled to deductions for allowable medical expenses. If the household qualifies for a medical deduction then the medical expenses of all household members are an allowable deduction.

Allowable expenses include but are not limited to insurance premiums; hospital and doctor costs; and, prescription medicines. Nonprescription medicines, acupressure, acupuncture, herbal medicines and chiropractic services will not be considered allowable medical expenses. The IRS Publication 502 will govern the final determination as to whether a particular medical expense is permitted or prohibited as an allowable deduction.

6.18. Pro-ration Of Assistance for “Mixed” Families

A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members. Housing assistance will be prorated for mixed families based on the following calculation.

The total housing assistance shall be calculated based on income, assets, allowances and deductions for all household members. The percent of eligible household members is determined by dividing the number of U. S. Citizens or eligible immigrants in the household by the total number of household members. The total amount of housing assistance is then multiplied by the percent of the eligible household members. This is the amount of housing assistance that will be paid on behalf of a mixed family.

6.19. Income Changes Resulting from Welfare Program Requirements

TGHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

- Fraud by a family member in connection with the welfare program; or
- Failure to participate in an economic self-sufficiency program; or
- Noncompliance with a work activities requirement.

However, TGHA will reduce the rental contribution if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where a family member has not complied with other welfare agency requirements; or
- A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution and is treated as follows:

- Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.
- The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.
- When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

TGHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements before denying the family's request for rent reduction. The welfare agency, at the request of TGHA, will inform TGHA of: amount and term of specified welfare benefit reduction for the family; reason for the reduction; and subsequent changes in term or amount of reduction.

6.20. Utility Allowance and Utility Reimbursement Payments

TGHA will develop property specific utility allowance schedules, which are intended to cover the cost of utilities not included in the rent to TGHA. This allowance is based on average consumption data for the applicable unit sizes at the property. Allowances are not based on an individual family's actual energy consumption.

The utility allowance for an individual family includes the utilities and services that are essential to the household. No allowance will be provided for non-essential utility costs, such as telephone, cable, or satellite television.

TGHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10% or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next re-certification.

When the calculation on the HUD 50058 results in a utility reimbursement payment (URP) due to the family, TGHA will provide the URP to the family via a cash card issued to the family. The cash card will be re-loaded by the 7th day of each month for the months in which the family is entitled to receive an URP payment.

6.21. Flat Rents

Flat rents shall be established for all public housing units at an amount equivalent to the percent of the HUD Published Fair Market Rents (FMR's) that TGHA adopts as the Payment Standards in its Housing Choice Voucher Program. To determine the flat rent amount offered to public housing tenants, TGHA will deduct a utility allowance for tenant paid utilities based on the applicable utility allowance for the corresponding public housing community. The difference between the HCV Payment Standard and the applicable utility allowance shall be the flat rent amount offered to the public housing tenant.

Effective September 1, 2014, if a new flat rent amount will increase a family's existing rental payment by more than 35% then the new flat rent amount shall be phased in as necessary to ensure that the family's existing rental payment does not increase by more than 35% annually.

On a case by case basis, at the family's next annual rent option on or after September 1, 2014, TGHA will compare the updated flat rent amount applicable to the unit for which a family is currently paying the flat rent, to the flat rent that was being paid by the family immediately prior to the annual rent option:

- If the new flat rent amount would not increase a family's rental payment, the family may choose to pay either the updated flat rent amount or the previously calculate income-based rent;
- If the updated flat rent amount would increase a family's rental payment, TGHA will conduct a flat rent impact analysis by multiplying the existing flat rent by 35% and adding that product to the flat rent amount.

TGHA will offer and the family may choose to pay, either the lower of the flat rents that were compared in the flat rent impact analysis or the previously calculated income based rent.

At the time of the regularly schedule annual re-examination of income, each household will be provided in writing with the option of paying an income based rent as calculated in accordance with the provisions above or the flat rent in accordance with the flat rent schedule.

If a family elects to pay a flat rent, then the next regularly scheduled re-examination of income shall occur three years from the date of such election and no interim reporting requirements shall apply. However, a family electing to pay a flat rent may at any time request a conversion back to an income based rent. Upon such request, TGHA will conduct an interim re-examination of income and calculate TTP and tenant rent in accordance with the provisions outlined in this policy.

If a family elects to pay an income based rent, then all reporting requirements stated in this policy shall apply.

Flat rents shall be reviewed each year and revised based on changes to the HUD published Fair Market Rent.

SECTION 7 LEASING

7.1. General

This Chapter details the policies that govern the leasing of public housing units. TGHA will comply with all HUD requirement for leasing public housing units as well as the laws of the State of South Carolina not otherwise overridden by HUD requirements.

7.2. Lease Agreement

All TGHA public housing units will be occupied pursuant to a signed *Dwelling Lease Agreement* that complies with HUD's regulations. The lease shall be signed by the head and co-head of household and by an authorized TGHA representative, prior to actual admission.

Changes in family composition, income, or status between the time of the final eligibility determination and the leasing of the unit will be processed prior to executing the dwelling lease in accordance with the policies described elsewhere in this ACOP.

The lease term shall be for one year. If a resident transfers from one TGHA unit to another, a new lease will be executed for the dwelling into which the family moves.

If at any time during the term 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 new lease contract will be executed;
- A Notice of Rent Adjustment will be executed; or
- An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders are to be dated and signed by the resident and an authorized TGHA representative.
- All charges due under any lease with TGHA will transfer to any new lease that is subsequently executed with the same household.

7.3. Move-In Orientation

A move in orientation shall be conducted prior to leasing the unit to the prospective resident. This orientation will acquaint the family with the provisions of the lease, explain all occupancy requirements, obtain or arrange payment for the security deposit and the first month's rent, orient the family to the environment and establish a good rapport with the family.

TGHA will assure that the family understands the lease provisions prior to signature and occupancy of the unit. Special arrangements will be made for the Move In orientation as for persons with disabilities, persons with limited comprehension, persons with limited English proficiency and/or persons needing other than plain language paperwork.

7.4. Move-In Inspection

A move-in inspection shall be conducted jointly with the family. A checklist will be utilized to indicate the exact condition of the unit at the time of move in and to assure that the unit is in full compliance with the Uniform Physical Condition Standards. (UPCS) The move-in inspection will be signed by the family and an authorized TGHA representative.

If the applicant accepts the unit, TGHA will verify the move in date and execute the dwelling lease. If the applicant refuses the unit, the applicant must sign a unit rejection form indicating a reason for the rejection. TGHA will make a determination if the rejection was for good cause and provide the applicant with a final disposition of their status within 30 calendar days from the date of the rejection.

7.5. Security Deposits

Applicants will be required to pay a security deposit of \$250.00 regardless of the size of the unit to be leased. A minimum of 50% of the security deposit must be paid upon offer of a unit. The balance of the security deposit must be paid in full prior to execution of the dwelling lease.

Security deposits are available to be used by TGHA at the termination of the lease toward reimbursement of the charges for maintenance beyond normal wear and tear to the dwelling unit caused by the resident, their family, dependents who are members of the household, or any of the residents guests and visitors and any rent or charges for court costs owed by resident. TGHA will return the security deposit without interest to the resident when they vacate the unit less any charges for the items detailed above. Refunds of security deposits will occur within 60 days from the date of vacating the unit.

If the resident vacates the unit in violation of the lease, vacates without proper notice or abandons the unit, the security deposit will be forfeited in full regardless of the condition of the unit or if no other charges are owed.

7.6. Tenant Paid Utilities

The resident agrees to furnish utilities to the dwelling unit and agrees to maintain utilities at all times. Utilities accounts shall be in the name of a member of the household listed on the lease agreement. If for any reason, resident is unable to secure utilities or maintain utilities in the name of a household member listed on this lease, they shall immediately notify Management. Management may at their option approve utilities to be placed in the name of an individual that is not a household member provided resident provides Management with all requested information regarding the individual in whose name the utilities are listed. Resident will be charged for damages resulting from his failure to maintain utilities and failure to maintain utilities may also be grounds for termination of the lease.

SECTION 8 RE-CERTIFICATIONS

8.1. General

TGHA will reexamine the income and household composition of all Public Housing families at least annually. Re-certifications and interim examinations of income will be processed in a manner that ensures families are given reasonable notice of rent changes.

This Chapter defines TGHA's policy for conducting annual re-certifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

8.2. Re-certification and Lease Renewal

Income-Based Rent Re-certifications - TGHA will conduct annual re-certifications of all Public Housing families on income-based rents prior to expiration of the lease term.

Once each year, TGHA will mail to the public housing unit address an annual re-certification packet which will contain a household data form, a listing of all required documents which the family must return, a survival certification form, the HUD 9889 Release of Information and a return envelope. TGHA will not issue any mail to an address (such as a P.O. Box or mail center) other than the public housing unit address and it is the responsibility of the family to assure that mail can be delivered at the public housing unit.

Instructions for completion of the documents will be provided in the re-certification packet including a date by which the packet must be returned. Families will be provided with the option to return the packet via mail or to drop off the completed packet at the Public Housing office or TGHA central office during standard working hours; or place in the drop box located at TGHA central office after hours.

If the family does not return an accurate and complete re-certification packet by the stated deadline, a proposed termination of the lease will be issued to the family. If the family returns an accurately completed packet by the expiration date of the time limit stated in the lease termination notice, the lease termination action will be suspended.

Flat Rent Re-certifications - Re-certification for families on flat rents will be completed once every three years prior to the expiration of the lease term of the third year of the flat rent option. The same procedures and policies related to annual recertifications shall apply to the triennial recertification for tenants on flat rent.

Lease Renewal – Upon completion of the annual or triennial recertification, TGHA will renew the lease provided the family has complied with all terms and conditions of the lease agreement and the family is not over income.

Over-Income Families - If upon completion of the annual or triennial recertification, the family's annual income is greater than the applicable income limit (80% of the area median income), the lease will not be renewed unless one of the following criteria apply:

1. TGHA determines that there is no decent, safe or sanitary housing available in the market place of the right size for the family at a rent not exceeding the family's public housing rent. Availability of housing in the market place will be based on a determination of affordability by comparing the family's income based rent calculation at the time of the re-certification to the HUD published fair market rent for the family size. If the family's income based rent is greater than the HUD FMR, TGHA will determine that there is housing available to the family in the market place and the lease will not be renewed.
2. The family has an active contract of participation under the Family Self-Sufficiency Program.
3. The family currently receives the earned income disregard.

Termination of Tenancy - If the lease is not renewed because the family is over-income TGHA will terminate the tenancy effective the end of the sixth month following the effective date of the recertification.

Tenants over income prior to November 1, 2014 who continue to be over-income at the next regularly scheduled recertification after November 1, 2014 will be offered one lease renewal term prior to termination of tenancy.

Timing of Rent Change – Changes in tenant rent shall take effect on the first of the month following TGHA's completion of the annual recertification process except in the following circumstances:

- If the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual re-certification.
- If TGHA caused a delay in the reexamination processing, the increase in rent shall take effect on the first of the second month following the effective date of the annual re-certification.
- Decreases in rent shall always take effect the first of the month following completion of the annual recertification, regardless of the annual recertification effective date.

8.3. Interim Re-certifications

Changes in Family Composition – Public Housing Residents are required to report all changes in household composition between annual re-certifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain TGHA approval prior to adding an additional household member for any reason other than birth, adoption or court awarded custody.

TGHA will generally approve all changes in family composition that are the result of legal action: marriage, adoption, court awarded custody, provided any adult member added to the household meets the criminal background screening for eligibility. The family must provide TGHA with the legal documentation of the action that resulted in an additional member in the household.

TGHA will only consider approval of other additions to the household:

- If the family can provide justification why the individual will reside in the household;
- The addition of the new household member does not require an change in unit size; and,
- Any adult individual meets all eligibility criteria including the criminal background screening criteria.

Families must provide TGHA with documentation as to why the individual has been added as a household member.

When TGHA approves the additional of a household member, an interim re-certification will be conducted to reflect this change and to include any income of the new family member.

Zero Income Households – If a family completes a zero income survival statement at the time of the annual re-certification and later obtains other income, they must report the new income within 30 days from the date it becomes effective and an interim re-certification will be conducted.

Changes in Income – If a household member obtains a job that they did not have at the time of admission or annual recertification, the family must report the new employment and an interim recertification will be completed. Other changes in employment income such as a different job or an increase in salary at an existing job do not need to be reported and if reported, an interim re-certification will not be conducted.

Other Changes in Income – No other changes in income are required to be reported and if reported, an interim recertification will not be completed.

Decreases in Income – Residents may choose to report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. If these changes are reported and it will result in a change in tenant rent, an interim re-certification will be completed.

Effective Date – If changes in rent for interim re-certification would result in a decrease of tenant rent, the change will become effective the first of the month after the change was reported provided all documentation was received prior to the 15th day of the month. If documentation is not received until after the 15th day of the month, the rent decrease will take effect the first of the second month after receipt of all documentation.

If changes in rent for interim recertification would result in an increase of tenant rent, the change will become effective the first of the second month following the month in which the change occurred.

Changes in rent for interim re-certification will become effective the first of the month following the month in which the change was reported if it is a decrease and the first of the month after which the change occurred if it is an increase.

8.4. Income Changes Resulting From Welfare Program Requirements

Decreases in income resulting from changes or discontinuance of welfare benefits will be processed as follows:

- Tenant rent will not be decreased if welfare assistance is reduced because of fraud, failure to participate in an economic self-sufficiency program, or noncompliance with a work activities requirement.
- Tenant rent will be decreased if welfare assistance is reduced because of the expiration of a lifetime time limit on receiving benefits or a situation where the family has complied with welfare program requirements but cannot or has not obtained employment.

SECTION 9 UNIT TRANSFERS

9.1. General

TGHA will transfer households from one public housing unit to another public housing unit under certain terms and conditions. This transfer policy does not apply to persons requesting reasonable accommodations because of a disability. TGHA will make reasonable accommodations for persons with disabilities as described elsewhere in this ACOP.

This Chapter defines TGHA's policy for receiving transfer requests, approving transfers requests and completing transfers.

9.2. Emergency Transfers

Emergency transfers are transfers which are required as the result of unit or building conditions which pose an immediate threat to life, health, or safety as determined by TGHA or a governing body with jurisdiction over such matters, or a federal, state or local court. The following policies will govern emergency transfers.

- Emergency transfers shall not be limited to transfers within the same public housing community but will include transfers to any available public housing unit.
- TGHA is not required to give minimum notice of an emergency transfer but will make every effort to provide as much notice as permitted under the circumstances.
- TGHA cannot guarantee a desired location for emergency transfers but an attempt will be made to meet the resident's location preference when possible.
- Refusal to comply with an emergency transfer may be grounds for lease termination.
- Upon request by the resident, emergency transfers may be used to alleviate verified medical problems of a life threatening nature or when household members need protection from attack by a criminal element in a particular property or neighborhood based on a threat assessment by a law enforcement agency (example: witness protection program, domestic violence).
- TGHA will bear the costs to move families due to emergency transfers. TGHA at its sole discretion will determine whether to move the household, contract with a moving company, or reimburse the family for their actual costs of moving.
- TGHA will not pay for past due amounts for utilities or utility deposits required due to poor payment history; TGHA will pay the costs of any reconnection fees for essential utilities only (those included in the utility allowance schedule).

9.3. Mandatory Transfers

Mandatory transfers are transfers required by TGHA for purposes such as closing a building; implementing redevelopment or building rehabilitation activities; achieving vacancy consolidation; and, adjusting for under-housed or over-housed living conditions. The following policies shall govern mandatory transfers.

- Emergency transfers shall not be limited to transfers within the same public housing community but will include transfers to any available public housing unit.
- Mandatory transfers shall not be limited to transfers within the same public housing community but will include transfers to any available public housing unit.

- To the extent possible and subject to any rights of return, TGHA will make every effort to allow residents in good standing to select the location to which to transfer when implementing mandatory transfers for redevelopment or rehabilitation of units.
- The conditions for good standing are: regular on-time rent payment history; tenant paid utilities are in the name of the head of the household and have been paid on time over the past twelve months; no criminal activity or history of disturbances that resulted in lease violations indicated by notices of lease violation in the resident's file; and a good housekeeping record, as indicated by housekeeping inspection reports in the resident's file.
- TGHA will provide written notice a minimum of 60 days in advance of the transfer date for mandatory transfers.
- Refusal of a mandatory transfer can be grounds for lease termination.

9.4. Voluntary Transfers

Voluntary transfers are transfers for the convenience of the residents and will only be approved by TGHA if the family has secured new or improved employment opportunities. TGHA will assess if the transfer to another location would facilitate more likelihood of success in maintaining the new or improved employment.

9.5. Transfer Priority

Emergency and mandatory transfers will have priority over new admissions and will be based on the availability and appropriate bedroom size of a unit without regard to location.

Voluntary transfers will be considered based on the date of TGHA's approval of the transfer request and will be processed only when a new applicant has refused an offer of a unit. When TGHA receives a refusal from an applicant of an available unit, that unit will then be offered to any existing PHA resident with an approved transfer request.

When transferring families to a location other than the location where the family currently resides, TGHA will take into consideration issues of personal safety. If such safety issues exist and the family can provide TGHA with documentation to support the existence of safety issues, TGHA will provide the family an alternative unit when available.

9.6. Refusal of Transfer

If a resident refuses to accept a unit offered due to an emergency or mandatory transfer, without good cause, lease termination procedures will be implemented. If the transfer is a voluntary transfer, and the resident refuses a unit offered, the resident will not be permitted to request a subsequent voluntary transfer for a period of one year from the date of refusal of the unit offered.

SECTION 10 LEASE ENFORCEMENT

10.1. General

TGHA will consistently and strictly enforce all provisions of the Residential Dwelling Lease. TGHA will process lease terminations in accordance with all applicable HUD regulations, State Law and the corresponding dwelling lease.

This Chapter defines TGHA's policy for Rent Collection; Community Service Requirements, and other Lease Enforcement activities.

10.2. Rent Collection

Rent Payment – Rent is due and payable on the first day of each month. Rent shall be considered late if not paid in full by the 15th day of each month. TGHA will assess a one-time late fee of \$50.00 for rent not paid by the close of business on the 15th day of the month.

Prior to the first day of each month, TGHA will mail a billing statement to each resident which will include a charge for the monthly rent and any other charges that may have been assessed under the lease agreement during the previous month including late charges if applicable.

Payment of rent and other charges must be in the form of a money order, cash cards or other electronic methods that TGHA may develop in the future. Residents may pay rent by mail sent to the designated Post Office Box or by other methods that TGHA may determine in the future.

Payments received, regardless of the tenant's designation, shall be applied to the following charges in the order listed below.

1. Outstanding amounts owed on a security deposit balance.
2. Late fees.
3. Maintenance or other charges assessed under the lease agreement.
4. Current month's rent.

Rent Payment Enforcement – TGHA will issue notices of termination of the lease on the first business day following the 15th day of the month to all tenants that have not paid all rent and other charges outstanding and due as of that date. The lease termination notice will provide the tenant with the opportunity to request a grievance should they disagree with amount owed.

Upon expiration of the lease termination notice, TGHA will file court action. Upon initiation of court action, TGHA will not accept any additional payment from the family unless such payment represents payment in full of all charges owed including costs related to legal filing fees.

A representative from TGHA will be present at the court appearance and will present evidence as needed to support the eviction action for non-payment of rent and other charges. TGHA will request judgment for all amounts owed under the lease agreement, including court costs and possession of the dwelling unit. TGHA will adhere to the final decision and outcome of the court proceedings.

Collection Efforts – Upon receipt of a judgment, TGHA will issue a demand for payment to the tenant, will report the amount owed in the appropriate HUD systems and will report the judgment with the credit bureau. If no response is received from the tenant within 90 days from the date of these actions, TGHA will forward the account to a local collection agency to pursue further collection efforts.

Write-Off of Accounts – TGHA will review and analyze all vacated tenant accounts receivable (TAR's) each quarter and make a determination of the collectability of the debt owed. All debts which are unlikely to be able to be collected shall be presented to the Board of Commissioners to be written off the financial books.

10.3. Community Service

Requirements – Every adult member of a Public Housing unit that is not otherwise exempt must participate in Community Service. Community Service requires each non-exempt adult member to spend eight (8) hours each month:

1. Doing community service for a non-profit or other community organization, OR
2. Actively participate in an economic self-sufficiency program.

Community Service is defined as volunteer work (unpaid) and includes but is not limited to the following:

- Working at a local public or non-profit organization such as schools, head start program, before or after school programs, child care centers, hospitals, clinics, recreation centers, nursing homes, senior centers, adult day care centers, homeless shelters, food banks, clothes closets or other similar social service agencies.
- Working with non-profit organizations such as the Boy/Girl Scouts, Boys and Girls Clubs, 4-H Programs, community activities sponsored by Local Law Enforcement, and community beautification programs.

Economic Self-Sufficiency is defined as any program that will lead to work opportunities for families and includes but is not limited to the following:

- Job readiness or job training programs; programs offered through the workforce investment centers or other training providers; employment counseling, work placement or basic skills training.
- Education including higher education (college), GED classes, literacy and reading classes, financial and computer literacy, English proficiency or English as a second language classes, budget and credit counseling.
- Activities required by the Department of Public Assistance under the Temporary Assistance for Needy Families (TANF).
- TGHA's Family Self-Sufficiency program or other programs to ready someone to work including substance abuse and mental health counseling.

Exemption – Individuals who are exempt from the Community Service requirements include the following:

- Individuals engaged in work activities 30 hours or more per week or as approved by the TANF agency; or individuals receiving unemployment compensation and searching for work. (Individuals searching for work must provide the Housing Authority with the weekly search reports provided to DES).
- Individuals who are 62 years of age or older, blind or disabled, or serve as the primary caretaker of an individual who is disabled.

CSSR Enforcement – Applicants will be advised of the Community Service Requirements upon TGHA's determination of final eligibility and will be advised that said requirements will be effective for all non-exempt household members effective 60 days from the date of execution of the lease agreement. Upon execution of the lease agreement, Property Management Staff will provide the family with written information advising them of the household members that are required to participate in CSSR and the procedures to follow to assure compliance.

Public Housing residents will be informed of the CSSR requirements each year upon completion of their regularly scheduled annual re-certification. Property Management Staff will issue a letter to the household within 30 days of the effective date of their annual recertification advising them of the household members that are required to participate in CSSR and the procedures to follow to assure compliance. Copies of letters issued will be provided to TGHA's Resident Services staff that will be responsible for tracking and monitoring compliance with the CSSR requirements.

Monthly, each household member required to perform community service must provide Resident Services staff with written documentation on a form prescribed by TGHA, verifying completion of the required Community Service. All verification forms must be signed by an individual of the organization where the community service was performed and submitted to the Resident Services office no later than the last day of each month.

TGHA Resident Services Staff will randomly select community service verifications and confirm with the contact listed on the form that the work was in fact completed as verified. Resident Services will provide Property Management with a list at the end of each month of those households that are not in compliance with the CSSR requirements. Property Management will issue a 30 day lease termination notice to those households in which non-exempt members failed comply with the CSSR requirements.

10.4. Lease Enforcement

All other terms and conditions of the Dwelling Lease will be consistently and strictly enforced. TGHA will review in detail the Resident Obligations in the Dwelling Lease and other applicable Rules of Occupancy with all applicants prior to execution of the lease.

Mandatory resident meetings will be conducted at least annually with existing residents to review provisions of the lease, any changes in the lease and/or other rules of occupancy and to remind residents of TGHA's standards and expectations of occupancy.

Information from law enforcement, annual unit inspections, monthly pest control inspections and routine work order service visits will be used to assess violations of the lease. Reports of said violations received by Management will result in a conference with the family. TGHA will take action appropriate to the nature and seriousness of the violation including collection of additional information from law enforcement or other sources; monthly housekeeping or yard inspections or other methods that will assist in making determination of the validity and significance of lease violations.

Housekeeping violations shall be referred to Resident Services Staff who will conduct a subsequent housekeeping inspection and develop a housekeeping improvement plan for the family to become compliant with lease provisions. Resident Services shall conduct regular housekeeping inspections to monitor compliance with the plan. Inspections shall continue until such time that the household demonstrates lease compliance for three consecutive months. Failure to cooperate with the housekeeping improvement plan shall be ground for lease termination.

Upon determination of other grave lease violations, TGHA will issue a lease termination notice in accordance with the timeframes stated in the lease. TGHA will take all action necessary including filing with the court system for eviction and possession of the unit if violations are not otherwise resolved.

SECTION 11 PET POLICY

11.1. General

Families residing in Public Housing are permitted to have pets in their unit in accordance with the provisions of this policy. This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities. Assistive animals are permitted in all public housing facilities with no restrictions.

This Chapter details TGHA's policies regarding all animals that are not considered assistive animals but are considered pets of households residing in public housing units.

11.2. Assistive Animal

An assistance animal is not a pet. In order to be considered an assistive animal, the following criteria must be met:

- If not otherwise verified in the tenant file, the head of the household must certify in writing that there a member of the household is a person with a disability;
- The animal has been trained to assist persons with the specific disability; and,
- The animal does in fact provide assistance to the individual with the disability.

The animal does not necessarily need formal or professional training in order to be considered an assistive animal. However, the animal must have the ability to provide the assistance needed for the individual with the disability.

All other lease provisions related to health and safety apply to assistive/service animals such as maintaining the premises in a clean and sanitary conditions and ensuring that neighbors enjoy their premises in a safe and peaceful manner.

11.3. Approval of Pets

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. A Pet Application must be fully completed and returned to the Housing Authority with all required information and documentation that the pet is in compliance with all requirements set forth in this Pet Policy. The Pet Deposit must also be paid in full prior to TGHA approval of the Pet.

11.4. Limitations on Pets

Types and Number of Pets – Pets are limited to domesticated dogs, cats, birds in cages, and fish in aquariums in units. No other animals shall be permitted to reside in public housing units or on the premises of the public housing unit.

Each household is limited to no more than two (2) domesticated pets. The following breeds of dogs will never be approved as a pet: Doberman; Rottweiler; Pit Bull or Shar Pei.

11.5. Health Requirements

All dogs and cats must be neutered or spayed prior to six months of age. No animal may exceed thirty (30) pounds in weight. The Resident must provide TGHA with a certified statement from a licensed veterinarian verifying that the dog/cat has been neutered or spayed and certifying to the weight of the animal requested for approval.

All animals must be appropriately inoculated against rabies and other conditions prescribed by local ordinances. Owners must comply with all other state and local public health, animal control, and anti-cruelty laws, including any/all licensing requirements. Annually at the time of the annual recertification, the household must provide TGHA with a certification that the animal is up to date on all required inoculations.

All pet(s) must have a tag bearing the owners name, address, and telephone number. Residents must provide the name, address, and phone number of one or more responsible parties who will care for the pet in case of an emergency. TGHA may require additional information if necessary to ensure compliance

11.6. Pet Deposit

A pet deposit of \$200.00 is required for each pet. The pet deposit must be paid in full prior to TGHA approval of the pet application. No payment agreements will be permitted for the pet deposit.

If the pet is permanently removed from the unit and the tenant remains in occupancy, the pet deposit may be credited to the tenants rental account. Credit of the pet deposit will be based on an inspection of the unit and the exterior areas under the control of the tenant. TGHA will credit the amount of the pet deposit paid, less any amounts owed due to damage if the inspection indicates that the premises are clean, odor free, and undamaged.

11.7. Financial Obligation of Residents

Residents will be assessed for any damages caused by the pet(s) while in occupancy. Pet-related insect infestation will be the financial responsibility of the pet owner and TGHA reserves the right to exterminate and charge the resident the corresponding cost of extermination.

Resident agrees to report immediately any damage caused by the pet(s) and to pay reasonable charges for repair to the premises, buildings, facilities, and common areas caused by the pet(s), payable on the day on which the rent is due, one month following the effective date of the charges.

11.8. Nuisance or Threat to Health or Safety

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

Repeated substantiated complaints by neighbors or TGHA staff regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself. This will forfeit the pet deposit if any refund is due to the tenant after an inspection of unit/ area.

11.9. Designation of Pet Areas

Pets must be kept in the owner's unit or on a leash at all times when outdoors. Pet cages, dog runs or any other structure or enclosure is not permitted to be erected by the residents.

Pets may be walked in public areas or areas designated by TGHA (if applicable). Pet owners must clean up after their pets and are responsible for disposing of pet waste.

Pet(s) must not be left unattended for more than 24 hours. In the event any pet is left unattended for more than 24 hours, TGHA may enter the premises and turn the pet over to the appropriate authorities.

11.10. Removal of Pets

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

11.11. Miscellaneous Rules

In addition to the above requirements, the following rules apply to pets.

- Pets cannot be kept, bred, or used for any commercial purpose.
- Residents owning cats shall maintain waterproof litter boxes for cat waste. Cat waste shall not be allowed to accumulate or become unsightly or unsanitary, nor shall the unit be allowed to have an unpleasant odor due to the failure to maintain a litter box in a clean manner. Litter shall be disposed of in an appropriate manner.
- The pet shall be physically confined, controlled, or constrained during the times when an employee, agent, or others enter the unit to conduct business or provide services.
- If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of the dwelling lease.
- A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 10 calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.
- The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

11.12. Denial of Pets

TGHA will refuse to approve a pet under the following conditions and may elect to disapprove a pet in the unit for other reasonable cause. If TGHA denies a pet, the resident will be notified and will be provided an opportunity to request a grievance in accordance with the grievance policy.

- The pet is an animal other than those listed as allowable domestic animals in this policy.
- The pet is a dog of a breed that is prohibited under this policy.

- The keeping of the pet would violate any applicable house pet rule;
- The resident fails to provide complete pet registration information or fails annually to update the pet registration;
- TGHA determines that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations, based on the pet owner's habits, and practices;
- The request for a pet exceeds the maximum number of animals (2) permitted in the household under this policy.

11.13. Policy Violation Notices

If TGHA determines that a resident has violated a rule governing the owning or keeping of pet(s), TGHA will serve a written notice of pet rule violation to the pet owner. The notice will:

- Make a brief statement of the determination and the pet rule or violation;
- State that the pet owner has 10 days from the effective date of the notice to correct the violation (including removing the pet) or to make a written request for a meeting to discuss the violation;
- State that the pet owner is entitled to be accompanied by another person at the meeting; and,
- State that failure to correct the violation, request a meeting, or appear at a requested meeting may result in termination of the pet(s) owner tenancy.

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, TGHA will establish a meeting, no later than 30 days from the effective date of the notice of pet violation. At the meeting, the pet owner and TGHA representative shall discuss the violation and attempt to correct it. TGHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

If the pet owner and TGHA are unable to resolve the pet violation at the meeting, or if TGHA determines that the pet owner has failed to correct the pet rule violation, within any additional time, TGHA will serve a written notice to the pet owner requiring the pet owner to remove the pet. The notice will:

- Contain a brief statement of the determination and the pet rule or rules that have been violated;
- State that the pet owner must remove the pet within 10 days of the effective date of the notice of pet removal; and,
- State that failure to remove the pet may result in termination of the pet owner's tenancy.

SECTION 12 GRIEVANCE POLICY

12.1. General

The Greenville Housing Authority (TGHA) Grievance Policy is applicable to all individual grievances including grievances pertaining to individuals with disabilities. Grievances apply to any issue or concern between the public housing resident and TGHA. TGHA may elect to refuse to hear a grievance concerning an eviction based upon a tenant's threat to the health or safety of other tenants or TGHA employees.

The Grievance Policy is not intended as a forum for initiating or negotiating policy changes between groups of tenants and TGHA's Board of Commissioners. It is intended to resolve individual issues or concerns.

12.2. State Law

The Department of Housing and Urban Development (HUD) has determined that South Carolina State Landlord/Tenant Law provides the necessary pre-eviction hearing and other elements of due process. Therefore, criminal activity evictions are excluded from this grievance policy.

12.3. Definition of Terms

"Grievance" shall mean any dispute that a tenant may have with respect to TGHA action or failure to act in accordance with the individual tenant's lease or TGHA policies, which adversely affect the individual tenant's rights, duties, welfare, or status.

"Complainant" shall mean any tenant whose grievance is presented to TGHA in accordance with the requirements for filing a grievance.

"Elements of Due Process" shall mean any eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
- Opportunity for the tenant to examine all relevant documents, records and regulations of TGHA prior to the trial for the purpose of preparing a defense;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by TGHA, including the right to cross-examine witnesses and to present any affirmative legal or equitable defense, which the tenant may have;
- A decision on the merits.

"Hearing Officer" shall mean a person selected in accordance with the regulations to hear grievances and render a decision with respect thereto.

"Tenant" shall mean any lessee, or the remaining head of the household, of any tenant family residing in housing accommodation covered by these regulations.

12.4. Informal Settlement of Grievance

Any grievance shall be personally presented, either orally or in writing, to TGHA property office, so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within ten (10) working days and one copy shall be given to the tenant and one retained in TGHA 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 therefore, and shall specify the Policy by which a hearing may be obtained if the complainant is not satisfied.

12.5. Procedure to Obtain a Hearing

Request for Hearing – The complainant shall submit a written request for a hearing to TGHA within ten (10) working days after receipt of the summary of discussion, as explained above. The written request shall specify: the reasons for the grievance; and, the action or relief sought

Selection of Hearing Officer – Grievances shall be presented before a hearing officer. TGHA shall provide for the appointment of an impartial hearing officer who may be an employee or official of TGHA who is not directly involved in the day-to-day administration of the Public Housing program.

Failure to Request a Hearing – If the complainant does not request a hearing in accordance with this policy, then TGHA's disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest TGHA's action in disposing of the complaint in an appropriate judicial proceeding.

Hearing Prerequisite – All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed above as a condition precedent to a hearing under this section. If the complainant shows good cause why he/she failed to proceed in accordance with the above to the hearing officer, the hearing officer may waive the provisions of this subsection.

Escrow Deposit – Before a hearing is scheduled in any grievance involving the amount of rent which TGHA claims is due, the complainant shall pay to TGHA an amount equal to 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 complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer.

These requirements may be waived by TGHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. Failure to make payment shall not constitute a waiver of any right the complainant may have to contest TGHA's disposition of his grievance in any appropriate judicial proceeding.

If the grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for the escrow deposit is waived.

Scheduling of Hearings – Upon complainant’s compliance with the provisions of this section, a hearing shall be scheduled by the hearing officer within ten (10) working days after receipt of the complainant’s request for a time and place reasonably convenient to both the complainant and TGHA. A written notification specifying the time, place and the Policy governing the hearing shall be delivered to the complainant and the hearing officer.

Failure to Appear – When an informal or formal hearing is scheduled and the participant has been notified of the date and time but does not attend the hearing or call to notify TGHA of a problem, the decision will default on behalf of TGHA. If the participant provides proof of an emergency that precluded attendance at the hearing, at the discretion of TGHA, the hearing may be rescheduled.

12.6. Policy Governing the Hearing

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing providing the basic safeguards of due process, which shall include:

- The opportunity to examine, before the hearing and at the expense of the complainant, to copy all documents, records and regulations of TGHA that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by TGHA at the hearing;
- TGHA will be given the opportunity to examine, at TGHA’s offices before the hearing, any family documents that are directly relevant to the hearing. TGHA will be allowed to copy any such document at TGHA’s expense. If the family does not make the document(s) available for examination on request of TGHA, the family may not rely on the document at the hearing. The term document includes records and regulations.
- The right to be represented by counsel or other person chosen as his or her representative;
- The right to a private hearing unless the complainant requests a public hearing;
- The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by TGHA or project management, and to cross-examine all witnesses on whose testimony or information TGHA or project management relies;
- A decision based solely and exclusively upon the facts presented at the hearing.

The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

If the complainant or TGHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five business days or may make a determination that the party has waived the right to a hearing. The hearing officer shall notify both the complainant and TGHA of the determination.

A determination that the complainant has waived the right to a hearing shall not constitute a waiver of any right the complainant may have to contest TGHA’s disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter TGHA must sustain the burden of justifying TGHA action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require TGHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or TGHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

12.7. Decision of the Hearing Officer

The hearing officer shall prepare a written decision together with the reasons therefore, within ten (10) working days after the hearing. A copy of the decision shall be sent to the complainant and TGHA. TGHA shall retain a copy of the decision in the tenant's file. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by TGHA and made available for inspection by a prospective complainant, his representative, or the hearing officer.

The decision of the hearing officer or hearing panel shall be binding on TGHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless TGHA determines within a reasonable time, and promptly notifies the complainant of its determination, that:

- The grievance does not concern TGHA action or failure to act in accordance with or involving the complainant's lease on TGHA regulations, which adversely affect the complainant's rights, duties, welfare, or status;
- The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and TGHA.

A decision by the hearing officer, in favor of TGHA or which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of nor affect in any manner whatever any rights the complainant may have to a trial, or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

12.8. Hearing Policy for Denial of Assistance on the Basis of Ineligible Immigration

A public housing family may request that TGHA provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

12.9. Eviction Actions

If a tenant has requested a hearing in accordance with the regulations on a complaint involving a TGHA notice of termination of the tenancy and the hearing officer upholds TGHA's action to terminate the tenancy, TGHA shall not commence an eviction action in a State or local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer or the hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the Notice of Termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

12.10. Reasonable Accommodation

TGHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the resident is visually impaired, any notice to the resident that is required by this Policy must be in an accessible format.

12.11. Discrimination Complaints

Nothing contained in this grievance procedure shall preclude a complainant from exercising their rights if the complainant believes he/she is being discriminated against on the basis of race, color, religion, sex, familial status, national origin, or handicap.

SECTION 13 FAMILY SELF-SUFFICIENCY

13.1. General

The Family Self-Sufficiency (FSS) Program is a component of the Public Housing Program which provides supportive services and financial incentives for residents to become economically and socially self-sufficient.

This Chapter provides policy statements for the Family Self-Sufficiency program. Unless otherwise stated, the general administrative requirements of these programs will be the same as stated throughout the ACOP.

13.2. Family Self-Sufficiency

TGHA Family Self-Sufficiency Program is a voluntary program. The purpose of TGHA Family Self-sufficiency Program is to promote the development of local strategies to coordinate public and private resources and to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency.

The objective of the FSS Program is to reduce the dependency of low-income families on welfare assistance and on Housing Assistance. Under the FSS Program, families are provided opportunities for education, job training, counseling and other forms of social service assistance while receiving Housing Assistance so that they may obtain the education, employment, business and social skills necessary to achieve self-sufficiency.

13.3. Action Plan

The FSS Action Plan details the procedures of TGHA's operation of the FSS Program, and addresses those items not otherwise addressed in the ACOP that are specific to the operation of the FSS Program. The FSS Action Plan may be updated from time to time; such changes shall be incorporated into the annual Agency Plan.

13.4. Contract of Participation

Each family that chooses to participate in the FSS Program must execute a Contract of Participation (COP) with TGHA. The COP incorporates the individual training and services plan including specific interim and final goals and sets forth the principal terms and conditions governing participation in the FSS Program. The COP shall be prepared in the format prescribed by HUD and executed by the head of the FSS family.

13.5. Employment Obligation

The head of the FSS family is required to seek and maintain suitable employment during the term of the contract. Seek employment means that the head of the FSS family has applied for employment, attended job interviews and has otherwise followed through on employment opportunities.

A determination of suitable employment shall be made by TGHA based on the skills, education, job training of the head of the household and the availability of job opportunities.

13.6. FSS Escrow Account

An FSS escrow account shall be established for qualified families pursuant to HUD regulations. A family is eligible for an escrow contribution when there is an increase in earned income. Such escrow shall be established at the time of a re-certification based on the interim re-certification requirements described elsewhere in this ACOP. Escrow contributions shall be credited monthly to each individual account and a statement of the account balance shall be issued at least annually following the close of TGHA's fiscal year. Interest shall accrue at the actual amount paid by the financial institutions where the funds are on deposit.

Interim Disbursement of Funds – Escrow funds are to be considered as a savings account for the family to achieve and remain economically self-sufficient upon satisfactory completion of the FSS Program. The intended use of escrow funds is to provide down payment assistance for homeownership or to serve as a financial cushion for difficult times the family may face after graduating from the FSS Program. Therefore, TGHA will only consider requests for interim disbursement of escrow funds under the following conditions:

- The family must have received an escrow contribution for a minimum period of two years prior to the request;
- Generally, only one interim distribution of funds will be approved during the life of the COP; however, TGHA may authorize additional disbursements at its sole discretion based on an unforeseen emergency;
- The family must be in compliance with all provisions of the Public Housing Dwelling Lease;
- No request for interim disbursements will be considered until such time that the family has completed at least two of the stated interim goals in the COP and all interim goals identified through the time of the request must have been completed on schedule or in accordance with any TGHA approved revisions to the schedule;
- Release of the requested escrow funds will permit the head of the household to complete a critical interim goal in their COP;
- The head of household has researched all other available resources and provides TGHA with documentation that no other resources are available to meet the required goal.

If the request is for educational expenses, the participant must provide documentation that they have applied for and been denied financial aid from the educational institution and, such denial must be through no fault of the individual.

Denial due to failure to make payments on student loans will require the participant to negotiate a deferral and/or settlement with the Department of Education. Denial due to grade point average will require attendance records indicating that poor grades are not related to failure to attend class and a plan for tutorial or other academic assistance.

If a request is for payment of debts, no approval will be granted until such time that the family has attended financial counseling and developed a consolidated payment program for all outstanding debts and has satisfactorily complied with such payment plan for a period of one year.

If a request is for the purchase of a vehicle to provide needed transportation, the individual must be able to demonstrate the ability to pay the cost of gas, maintenance and insurance for the vehicle.

Requests for disbursements of funds shall be processed as follows:

- The family must submit the request and justification for the request, in writing in the format prescribed by TGHA;
- Documentation must be attached which demonstrates that the family has researched all other available resources for funding the specific goal which is to be funded by the escrow funds and has been unsuccessful in securing other resources;
- Assigned staff will review the requests and determine if the family is in compliance with all requirements governing interim disbursement of escrows and provide a recommendation for the action to be taken;
- All disbursements will be made in the form of a check and TGHA reserves the right to issue such check to the applicable vendor and not the individual program participant.

Final disbursement of Escrow Funds – Final disbursement of all escrow funds will only be disbursed as follows:

- Upon successful completion of the Contract of Participation (COP) and graduation from the FSS Program;
- The head of the household has maintained employment for a period of two consecutive years;
- The family provides a certification signed by the head of the household and duly notarized, that no individual in the household receives any federal, state or other public assistance.

SECTION 14 PROGRAM INTEGRITY

14.1. General

TGHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. TGHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines TGHA's policies for the prevention, detection and investigation of program abuse and fraud.

14.2. Criteria for Investigation of Suspected Abuse and Fraud

TGHA's expectation is that participating families will comply with HUD requirements, provisions of the dwelling lease, and other program rules. TGHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, TGHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor tenants for compliance and, when indicators of possible abuse come to TGHA's attention, to investigate such claims.

TGHA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. TGHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the dwelling lease or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Internal File Review. A follow-up will be made if TGHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, TGHA's knowledge of the family, or is discrepant with statements made by the family.

Verification of Documentation. A follow-up will be made if TGHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

14.3. Steps To Prevent Program Abuse and Fraud

TGHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families. A variety of methods and practices to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families will be undertaken by TGHA.

This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

Program Orientation Session. Mandatory orientation sessions will be conducted by TGHA staff for all prospective tenants, either prior to or upon leasing a dwelling unit. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a “Program Briefing Certificate” to confirm that all rules and pertinent regulations were explained to them.

Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent re-certifications, a percent of tenant files will be reviewed by a supervisor. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present including a current EIV report.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

Observation. TGHA Staff will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

Credit Bureau Inquiries. Credit Bureau inquiries may be made in the following circumstances:

- For households that claim zero income;
- When an allegation is received by TGHA wherein unreported income sources are disclosed.
- When TGHA has reasonable suspicion that family has failed to report proper information.

14.4. Handling of Allegations of Possible Abuse and Fraud

TGHA staff will encourage all participating families to report suspected abuse. TGHA will conduct a preliminary review of allegations to determine their validity. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant’s file.

All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. TGHA will not follow up on allegations which are vague or otherwise non-specific. TGHA will review allegations, which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine: If the subject of the allegation is a client of TGHA and, if so, to determine whether or not the information reported has been previously disclosed by the family. It will then be determined if TGHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, TGHA will initiate an investigation to determine if the allegation is true or false.

14.5. Investigation of Allegations of Abuse and Fraud

If TGHA determines that an allegation may be true, further investigation will be undertaken. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, TGHA will secure the written authorization from the tenant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to TGHA's review.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, TGHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. TGHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate TGHA office.

TGHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will management tolerate inflammatory language, accusation, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

Documents and other evidence obtained by TGHA during the course of an investigation will be considered “work product” and will be kept in a separate “work file.” Such cases under review will not be discussed among TGHA Staff unless they are involved in the process, or have information, which may assist in the investigation.

At the conclusion of the investigative review, TGHA will determine whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

If it is determined that a program violation has occurred, TGHA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud);
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family.
- If the family is eligible for continued occupancy.

14.6. Action for Documented Violations

Once a program violation has been documented, TGHA will take the appropriate action including proposed termination of assistance and other legal action as described in this Plan.